

# Exhibit 1

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

JUSTIN RIDDLE,

Plaintiff,

v.

X CORP. formerly known as TWITTER, INC.,

Defendant.

Civil Action No. 1:25-cv-00073-ADA

**DECLARATION OF NORMA N. BENNETT IN SUPPORT OF  
REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF  
DEFENDANT X CORP.'S MOTION TO DISMISS PLAINTIFF'S COMPLAINT**

I, Norma N. Bennett, declare as follows:

1. I am an attorney at the law firm Shook, Hardy & Bacon LLP, counsel of record for Defendant X Corp. in the above-captioned case.

2. I make this declaration in support of X Corp.'s Request for Judicial Notice, filed concurrently.

3. **Exhibit A** is a true and correct copy of the version of X Corp.'s Terms of Service that were effective from September 29, 2023 to November 14, 2024 (version 19), *available at* <https://web.archive.org/web/20240531003626/x.com/en/tos> (last visited March 4, 2025).

4. **Exhibit B** is a true and correct copy of X Corp.'s Purchaser Terms of Service ("Purchaser Terms") that were effective from November 17, 2023 to May 13, 2024, *available at* <https://web.archive.org/web/20240207113220/https://legal.x.com/en/purchaser-terms.html> (last visited March 4, 2025).

5. **Exhibit C** is a true and correct copy of X Corp.'s Purchaser Terms that were effective from May 13, 2024 to the present, *available at* <https://web.archive.org/web/20240619141758/https://legal.x.com/en/purchaser-terms.html> (last

visited March 4, 2025).

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Dated: March 5, 2025



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Norma N. Bennett

# Exhibit A





## X Terms of Service

Terms of Service Archive

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# Terms of Service

Effective: September 29, 2023

## Summary of our Terms

These Terms of Service ("Terms") are part of the User Agreement—a legally binding contract governing your use of X. **You should read these Terms of Service ("Terms") in full, but here are a few key things you should take away:**

- **You will see advertising on the platform:** In exchange for accessing the Services, X and our third-party providers and partners may display advertising to you.
- **When posting Content and otherwise using the Services, you must comply with this User Agreement and Applicable Law:** You are responsible for your use of the Services and your Content. You must comply with this User Agreement, its incorporated policies, and all applicable laws.
- **You must abide by the Services' acceptable use terms:** You may not access the Services in any way other than through the currently available, published interfaces that we provide. For example, this means that you cannot scrape the Services, try to work around any technical limitations we impose, or otherwise attempt to disrupt the operation of the Services.
- **We have broad enforcement rights:** X reserves the right to take enforcement actions against you if you do violate these terms, such as, for example, removing your Content, limiting visibility, discontinuing your access to X, or taking legal action. We may also suspend or terminate your account for other reasons, such as prolonged inactivity, risk of legal exposure, or commercial inviability.
- **There are Intellectual Property Licenses in these Terms:** You retain ownership and rights to any of your Content you post or share, and you provide us with a broad, royalty-free license to make your Content available to the rest of the world and to let others do the same. Conversely, we provide you a license to use the software we provide as part of the Services, such as the X mobile application, solely for the purpose of enabling you to use and enjoy the benefit of the Services.
- **Your use of the Services is at your own risk:** We provide the Services on an "AS IS" and "AS AVAILABLE" basis, and we disclaim all warranties, responsibility, and liability to you or others to the extent permitted by law. You may be exposed to offensive or harmful content posted by other users. The Services may change from time to time, and we may limit or terminate availability of the Services or particular features to you or other users at any time.
- **You have remedies and redress mechanisms, but our liability is limited:** You have a right to terminate this agreement at any time by deactivating your account and discontinuing use of the Services. Note that we will not be liable for certain types of damages as described in the agreement, and in any event, our aggregate liability shall not exceed the greater of \$100 USD or the amount you paid us, if any, in the past six months for the Services giving rise to the claim. Further, if you believe that your Content has been copied in a way that constitutes copyright infringement, the reporting process is detailed in these Terms.

Please also note that these Terms incorporate our Privacy Policy (<https://x.com/privacy>) as well as other terms applicable to your use of the Services and your Content. Finally, these terms may vary depending on where you live, but in any case, you must be at least 13 years old to use X.

If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States, the X User Agreement comprises these Terms of Service, our Privacy Policy, our Rules and Policies, and all incorporated policies.

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## X Terms of Service

### If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States

These Terms of Service ("Terms") govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) that link to these Terms (collectively, the "Services"), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on or referred to as "Content"). By using the Services you agree to be bound by these Terms.

These Terms are an agreement between you and X Corp., which provides X and the Services, 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. The words "we," "us," and "our" mean X Corp.

#### 1. Who May Use the Services

### 1 Who May Use the Services

2. Privacy

3. Content on the Services

4. Using the Services

5. Disclaimers and Limitations of Liability

6. General

## 1. WHO MAY USE THE SERVICES

You may use the Services only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words "you" and "your" as used in these Terms shall refer to such entity.

## 2. Privacy

Our [Privacy Policy \(https://www.x.com/privacy\)](https://www.x.com/privacy) describes how we handle the information you provide to us when you use the Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by us and our affiliates.

## 3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<https://help.x.com/rules-and-policies/x-report-violation#specific-violations> and <https://help.x.com/managing-your-account/suspended-x-accounts>).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://help.x.com/forms/dmca>) or contacting our designated copyright agent at:

X Corp.  
Attn: Copyright Agent  
1355 Market Street, Suite 900  
San Francisco, CA 94103  
Reports: <https://help.x.com/forms/dmca>  
Email: [copyright@x.com](mailto:copyright@x.com)

## Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, repost, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

## 4. Using the Services

Please review our [Rules and Policies](#), which are part of the User Agreement and outline conduct that is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations. X takes enforcement actions when Content or user behavior is in violation of our [Rules and Policies](#) or in relation to sensitive media. You can review X's enforcement options and how you can appeal our enforcement decision [here](#).

The Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for our granting you access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of X, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our [Privacy Policy](#).

Certain services or features may be offered on X for which additional terms and conditions may apply in connection with your use of those services. By using or paying for any of these additional services, you agree to any additional terms applicable to those services, and those additional terms become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features of the Services, you agree to the applicable [Terms for Paid Services \(https://legal.x.com/purchaser-terms.html\)](https://legal.x.com/purchaser-terms.html).

If you use developer features of the Services, including but not limited to [X for Websites \(https://developer.x.com/docs/twitter-for-websites\)](https://developer.x.com/docs/twitter-for-websites), [X Cards \(https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards\)](https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards), [Public API \(https://developer.x.com/docs\)](https://developer.x.com/docs), or [Sign in with X \(https://developer.x.com/docs/authentication/guides/log-in-with-twitter\)](https://developer.x.com/docs/authentication/guides/log-in-with-twitter), you agree to our [Developer Agreement \(https://developer.x.com/developer-terms/agreement\)](https://developer.x.com/developer-terms/agreement) and [Developer Policy \(https://developer.x.com/developer-terms/policy\)](https://developer.x.com/developer-terms/policy). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Services, these Terms, or the terms provided on <https://developer.x.com/developer-terms>. Otherwise, all such actions are strictly prohibited. If you are a security researcher, you are required to comply with the rules of our [Vulnerability Reporting Program \(https://hackerone.com/x\)](https://hackerone.com/x). The requirements set out in the preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.

If you use advertising features of the Services, you agree to our [Master Services Agreement \(https://ads.x.com/terms\)](https://ads.x.com/terms).

## Your Account

You may need to create an account to use the Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

## Your License to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on X, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the X name or any of the X trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding X, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## Misuse of the Services

You also agree not to misuse the Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling or scraping the Services in any form, for any purpose without our prior written consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; (v) engage in any conduct that violates our [Platform Manipulation and Spam Policy](#) or any other [Rules and Policies](#); or (vi) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. It is also a violation of these Terms to facilitate or assist others in violating these Terms, including by distributing products or services that enable or encourage violation of these Terms.

## Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See <https://help.x.com/managing-your-account/how-to-deactivate-x-account> for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time if we reasonably believe: (i) you have violated these Terms or our [Rules and Policies](#), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct; (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. To the extent permitted by law, we may also terminate your account or cease providing you with all or part of the Services for any other reason or no reason at our convenience. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, 6, and the misuse provisions of Section 4 ("Misuse of the Services"). If you believe your account was terminated in error you can file an appeal following the steps found in our [Help Center \(https://help.x.com/forms/account-access/appeals\)](https://help.x.com/forms/account-access/appeals). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

## 5. Disclaimers and Limitations of Liability

### The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. The "X Entities" refers to X Corp., its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE X ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The X Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii)



the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the X Entities or through the Services, will create any warranty or representation not expressly made herein.

## Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE X ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE X ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID US, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE X ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at [x.com/tos](https://x.com/tos), will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. To the extent permitted by law, you also waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and us. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum. To the extent permitted by law, you also waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

The X User Agreement is written in English but is made available in multiple languages through translations. X strives to make the translations as accurate as possible to the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the X User Agreement shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the X User Agreement.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions about these Terms, please contact [us](#).

**Effective:** September 29, 2023

[Archive of Previous Terms](#)

# X Terms of Service

## If you live in the European Union, EFTA States, or the United Kingdom

These Terms of Service ("Terms") govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our [other covered services](#) (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) that link to these Terms (collectively, the "Services"), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). By using the Services you agree to be bound by these Terms.

These Terms are an agreement between you and Twitter International Unlimited Company (Co. number 503351, VAT number IE9803175Q), an Irish company, which provides X and the Services, with its registered office at One Cumberland Place, Fenian Street Dublin 2, D02 AX07 Ireland. The words "we," "us," and "our," mean Twitter International Unlimited Company.

- 1. Who May Use the Services
- 2. Privacy
- 3. Content on the Services
- 4. Using the Services
- 5. Limitations of Liability
- 6. General

## 1. Who May Use the Services

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## 3. Content on the Services

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Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<https://help.x.com/rules-and-policies/x-report-violation> and <https://help.x.com/managing-your-account/suspended-x-accounts>).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://help.x.com/forms/dmca>) or contacting our designated copyright agent at:

X Corp.  
Attn: Copyright Agent  
1355 Market Street, Suite 900  
San Francisco, CA 94103  
Reports: <https://help.x.com/forms/dmca>  
Email: [copyright@x.com](mailto:copyright@x.com)

## Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. However, if you have chosen via our features to limit the distribution of your Content to a restricted community, we will respect that choice. You also agree that this license includes the right to analyze text and other information you provide with the view to improve the Services. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, repost, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

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Please review our [Rules and Policies](#), which are part of the User Agreement and outline conduct that is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations. X takes enforcement actions when Content or user behavior is in violation of our [Rules and Policies](#) or in relation to sensitive media. You can review X's enforcement options and how you can appeal our enforcement decision [here](#).

The Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames if it is appropriate, including for the following reasons: (i) protecting the Services or our users; (ii) compliance with applicable laws or orders from competent authorities; (iii) breach of these Terms or our [Rules and Policies](#) or third parties' intellectual property or other rights; (iv) if you or your Content exposes us, other users or any third party to legal or regulatory risk; and/or (v) your prolonged inactivity.

In consideration for our granting you access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of X, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our [Privacy Policy](#).

Certain services or features may be offered on X for which additional terms and conditions may apply in connection with your use of those services. These additional terms are accessible from our sites and applications dedicated to these services or features. By using or paying for any of these additional services, you will have to agree to any additional terms applicable to those services, and those additional terms will then also become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features of the Services, you agree to the applicable [Terms for Paid Services](https://legal.x.com/purchaser-terms.html) (<https://legal.x.com/purchaser-terms.html>).

If you use developer features of the Services, including but not limited to X for Websites (<https://developer.x.com/docs/twitter-for-websites>), X Cards (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>), Public API (<https://developer.x.com/docs>), or Sign in with X (<https://developer.x.com/docs/authentication/guides/log-in-with-twitter>), you agree to our [Developer Agreement](#) (<https://developer.x.com/developer-terms/agreement>) and [Developer Policy](#) (<https://developer.x.com/developer-terms/policy>). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Services, these Terms, or the terms provided on <https://developer.x.com/developer-terms>. Otherwise, all such actions are strictly prohibited. If you are a security researcher, you are required to comply with the rules of our [Vulnerability Reporting Program](#) (<https://hackerone.com/x>). The requirements set out in the preceding paragraph may not apply to those participating in our Vulnerability Reporting

Program.

If you use advertising features of the Services, you agree to our [Master Services Agreement \(https://ads.x.com/terms\)](https://ads.x.com/terms).

## Your Account

You may need to create an account to use the Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

## Your License to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on X, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the X name or any of the X trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding X, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## Misuse of the Services

You also agree not to misuse the Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling or scraping the Services in any form, for any purpose without our prior written consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; (v) engage in any conduct that violates our [Platform Manipulation and Spam Policy](#) or any other [Rules and Policies](#); or (vi) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. It is also a violation of these Terms to facilitate or assist others in violating these Terms, including by distributing products or services that enable or encourage violation of these Terms.

## Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See <https://help.x.com/managing-your-account/how-to-deactivate-x-account> for instructions on how to deactivate your account and the [Privacy Policy](#) for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time if we reasonably believe: (i) you have violated these Terms or our [Rules and Policies](#); (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct; (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, 6, and the misuse provisions of Section 4 ("Misuse of the Services"). If you believe your account was terminated in error you can file an appeal following the steps found in our [Help Center \(https://help.x.com/forms/account-access/appeals\)](#). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

## 5. Limitations of Liability

By using the Services you agree that X Corp., its parents, affiliates, related companies, officers, directors, employees, agents representatives, partners and licensors, liability is limited to the maximum extent permissible in your country of residence.

## 6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at [x.com/tos](https://x.com/tos), will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of making effective changes to these Terms that impact the rights or obligations of any party to these Terms, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

To the extent permitted by law, you waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

The X User Agreement is written in English but is made available in multiple languages through translations. X strives to make the translations as accurate as possible to the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the X User Agreement shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the X User Agreement.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions about these Terms, please contact [us](#).

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# Exhibit B



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# X Purchaser Terms of Service

Terms for Paid Services

X Premium Additional Terms

Subscription Additional Terms

Verified Organizations Additional Terms

## X Purchaser Terms of Service

Effective as of: November 17, 2023

X allows you to access certain features in exchange for payment of a one-time or recurring fee, as applicable to the relevant features (each a "Paid Service" and collectively the "Paid Services"). For example, X Premium (as defined below) and Subscriptions would each be considered a "Paid Service."

To the extent that you sign up for and/or use a Paid Service, your use of the Paid Services and any corresponding transactions are subject to: (i) the terms and conditions set forth herein, including the applicable terms and conditions for each Paid Service you purchase, each as listed below (collectively, the "X Purchaser Terms of Service") and (ii) the applicable X [Terms of Service](#), [X Privacy Policy](#), [X Rules and Policies](#), and all policies incorporated therein (collectively, the "X User Agreement"). This X Purchaser Terms of Service and the aforementioned X User Agreement shall be collectively referred to in this document as the "Terms". "X" refers to the X entity that provides the Paid Services to you.

**Please read these X Purchaser Terms of Service carefully to make sure you understand the applicable terms, conditions and exceptions. IF YOU LIVE IN THE UNITED STATES, THESE TERMS CONTAIN IMPORTANT INFORMATION THAT APPLY TO YOU ABOUT RESOLUTION OF DISPUTES THROUGH BINDING ARBITRATION RATHER THAN IN COURT, INCLUDING A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS AND THE RIGHT TO OPT OUT, AND A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST X MORE THAN 1 YEAR AFTER THE RELEVANT EVENTS OCCURRED, WHICH IMPACT YOUR RIGHTS AND OBLIGATIONS IF ANY DISPUTE WITH X ARISES. SEE [SECTION 6](#) UNDER GENERAL TERMS FOR DETAILS ON THESE PROVISIONS.**

**Acceptance.** By using or accessing a Paid Service(s) from X, submitting payment thereunder and/or clicking on a button to make a one-time purchase or recurring subscription payments for the Paid Service provided by X, you agree to be bound by the Terms. If you do not understand the Terms, or do not accept any part of them, then you may not use or access any Paid Services. To purchase and use a Paid Service you must: (i) be at least 18 years old or the age of majority as determined by the laws of the jurisdiction in which you live or (ii) have the express consent of your parent or guardian to purchase and use that Paid Service. If you are a parent or legal guardian and you allow your child (or a child that you are a guardian of) to purchase or use a Paid Service, you agree that the Terms apply to you, that you will abide by the Terms, and that you are responsible for the child's activity on the Paid Services and for ensuring that the child also abides by the Terms. In any case, as stated in the Who May Use the Services section of the X Terms of Service, you must be at least 13 years old to use the X Service. If you are accepting these X Purchaser Terms of Service and using the Paid Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these X Purchaser Terms of Service, in which case the words "you" and "your" as used in these X Purchaser Terms of Service shall refer to such entity.

**X Contracting Entity.** You enter into this X Purchaser Terms of Service with the entity that corresponds to where you live, as listed below. This entity will provide the Paid Services to you.

Your Location	Contracting Entity
The continents of North America (including Hawaii) or South America	X Corp., with an office located at 1355 Market Street, Suite 900, San Francisco, CA, 94103, USA
Your Location	Contracting Entity
The European Union, EFTA States, or the United Kingdom	Twitter International Unlimited Company, with its registered office at One Cumberland Place, Fenian Street, Dublin 2, D02 AX07 Ireland
Your Location	Contracting Entity
Any country not covered by the above two locations, including the Asia-Pacific region, Middle East, Africa or Europe (excluding EU countries, EFTA States and the United Kingdom)	Twitter Global LLC, with its registered office at 1209 Orange St., Wilmington, DE 19801, USA

**Changes to Terms, Paid Services and Pricing**

1. **Changes to Terms.** X may revise these X Purchaser Terms of Service from time to time. The changes will not be retroactive, and the most current version of the X Purchaser Terms of Service, available at [legal.x.com/purchaser-terms](#), will govern your use of Paid Services and any corresponding transactions. If we modify or revise these Terms after you have agreed to them (for example, if these terms are modified after you have purchased a subscription), we will notify you in advance of material revisions to these terms. Such notification may be provided electronically, including (and without limitation to) via a service notification or an email to the email address associated with your account. By continuing to access or use the Paid Services after those revisions become effective, you agree to be bound by the revised X Purchaser Terms of Service. If you do not agree to abide by these or any future X Purchaser Terms of Service, do not use or access (or continue to use or access) the Paid Services.

The X Purchaser Terms of Service are written in English but are made available in multiple languages through translations. X strives to make the translations as accurate as possible to the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the X Purchaser Terms of Service shall take precedence. You acknowledge that English shall be the language of reference for

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TERMS OF SERVICE SHALL TAKE PRECEDENCE. YOU ACKNOWLEDGE THAT ENGLISH SHALL BE THE LANGUAGE OF REFERENCE FOR interpreting and constructing the terms of the X Purchaser Terms of Service.

2. **Changes to Paid Services.** Our Paid Services evolve constantly. As such, the Paid Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Paid Services or any features within the Paid Services to you or to users generally with or without notice. X is not liable to you or to any third party for any modification, suspension or discontinuance of the Paid Services. The specific terms and conditions (included below) for the specific Paid Service specify how you can cancel a subscription or, when applicable, seek a refund.

3. **Changes to Pricing.** Prices for Paid Services, including recurring subscription fees, are subject to change from time to time. X will provide reasonable advance notice of any material change to the price of Paid Services. For subscription services, price changes will take effect at the start of the next subscription period following the date of the price change. If you do not agree with a price change, you have the right to reject the change by cancelling your subscription to the applicable Paid Service prior to the price change going into effect.

**Payment Terms.** X offers various payment options that may vary by Paid Service, your device and/or operating system, your geographic location, or other factors. To the extent available (as X may make various purchase methods available from time to time), these payment options may include the ability to use "In app payment" functionality offered by Google or Apple, or to make a web payment using X's third party payment processor, Stripe ([www.stripe.com](https://www.stripe.com) - hereafter "Stripe"). When you make a payment, you explicitly agree: (i) to pay the price listed for the Paid Service, along with any additional amounts relating to applicable taxes, credit card fees, bank fees, foreign transaction fees, foreign exchange fees, and currency fluctuations; and (ii) to abide by any relevant terms of service, privacy policies, or other legal agreements or restrictions (including additional age restrictions) imposed by Google, Apple, or Stripe (as X's third party payment processor) in connection with your use of a given payment method (for example only, if you choose to make your payment via Apple's in-app purchasing functionality, you agree to abide by any relevant terms, requirements, and/or restrictions imposed by Apple). Any private personal data that you provide in connection with your use of the Paid Services including, without limitation, any data provided in connection with payment, will be processed in accordance with the X Privacy Policy. X may share your payment information with payment services providers to process payments; prevent, detect, and investigate fraud or other prohibited activities; facilitate dispute resolution such as chargebacks or refunds; and for other purposes associated with the acceptance of credit cards, debit cards, or ACH. It is your responsibility to make sure your banking, credit card, debit card, and/or other payment information is up to date, complete and accurate at all times. If you make a payment for a Paid Service, we may receive information about your transaction such as when it was made, when a subscription is set to expire or auto-renew, what platform you made the purchase on, and other information. X will not be responsible or liable for any errors made or delays by a payment processor, Apple's App Store or the Google Play Store, your bank, your credit card company, and/or any payment network. Please refer to each specific Paid Service Terms and Conditions below for payment terms applicable to that specific Paid Service, including how subscription renewals are handled and other important terms.

#### **Application of X User Agreement, Termination, No Refunds, Multiple X Accounts, and Restrictions**

1. **The X User Agreement Applies to You.** YOU MUST ALWAYS FOLLOW AND COMPLY WITH THE X USER AGREEMENT. The X User Agreement always applies to your use of the X Service, including the Paid Services and features. Your failure to follow and comply with the X User Agreement, or X's belief that you have failed to follow and comply with the X User Agreement, may result in the cancellation of your Paid Services. Any such cancellation will be in addition to, and without limitation of, any enforcement action that X may take against you pursuant to the X User Agreement. In such instances you may lose the benefits of your Paid Services and you will not be eligible for a refund for any amounts you have paid (or pre-paid) for Paid Services.

2. **Why X Might Terminate Your Access to Paid Services.** X may suspend or terminate your access to Paid Service(s) or cease providing you with all or part of the Paid Services (without any liability) at any time for any or no reason, including, but not limited to any of the following reasons:

- a. X believes, in its sole discretion, that you have violated the Terms or your use of the Paid Service(s) would violate any applicable laws;
- b. X is requested or directed to do so by any competent court of law, regulatory authority, or law enforcement agency;
- c. X has unexpected technical or security issues;
- d. X believes you have violated the X User Agreement;
- e. You create risk or possible legal exposure for X;
- f. Your account should be removed due to unlawful conduct;
- g. Your account should be removed due to prolonged inactivity; or
- h. Our provision of the Paid Services (in whole or in part) to you is no longer commercially viable (in X's sole discretion).

3. **All Transactions Are Final.** All payments for Paid Services are final and not refundable or exchangeable, except as required by applicable law. We make no guarantee as to the nature, quality, or value of a Paid Service or the availability or supply thereof. Refunds or credits are not provided for any unused or partially used Paid Service (for example, a partially used subscription period).

4. **Paid Services Are Non-Transferable between X Accounts.** Each purchase of a Paid Service applies to a single X account, meaning that your purchase will apply solely to the account you were using when you purchased the Paid Service and will not apply to other accounts that you may have access to, or control over. If you have or control multiple accounts and you want access to Paid Services on each account, you must purchase the Paid Service on each account individually.

#### **5. Restrictions and Obligations.**

- a. You may only purchase and use a Paid Service if you are legally allowed to use the Paid Service in your country and you live in a country supported by X for the applicable Paid Service. X may, in its discretion, restrict the ability to access or purchase a Paid Service in certain countries. X reserves the right to modify the list of supported countries from time to time.
- b. We reserve the right to refuse Paid Services transactions or to cancel or discontinue the sale or use of a Paid Service in our sole discretion.
- c. You may not allow others to use your X account to access any Paid Service that such person did not order.
- d. You may not purchase or use a Paid Service if you are a person with whom U.S. persons are not permitted to have dealings pursuant to economic sanctions, including, without limitation, sanctions administered by the United States Department of the Treasury's Office of Foreign Assets Control or any other applicable sanctions authority ("Prohibited Person"). This includes, without limitation, persons located in, or ordinarily resident in, the following countries and regions: Cuba, Iran, the Ukraine regions of Crimea, North Korea and Syria. You represent and warrant that you are not a Prohibited Person.
- e. YOU REPRESENT THAT YOU WILL USE THE PAID SERVICES ONLY FOR LAWFUL PURPOSES AND ONLY IN ACCORDANCE WITH THE TERMS.

**Taxes and fees.** You are responsible for and agree to pay any applicable taxes, duties, tariffs, and fees related to the purchase of Paid Services, including those required to be paid to either X or a third-party payment processor. These taxes may include, but are not limited to, VAT, GST, sales tax, withholding tax, and any other applicable taxes. Depending on your location, X may be responsible for collecting and reporting information related to



transaction taxes arising from your purchase of Paid Services. You grant X permission to provide your account and personal information to relevant tax authorities to fulfill our tax collection and reporting obligations.

#### General Terms

1. **Contact Information.** If you have any questions about the Paid Services or these Terms, you can check out the [X Paid Services Help Center](#) for more details. If you've already purchased a Paid Service, you can also contact us via the support link available in the navigation menu of your X account under the payment or subscription settings. If you have additional questions, then you can contact us [here](#) by using the "Help with paid features" form.

2. **DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE PAID SERVICES IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE PAID SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. X DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. X MAKES NO WARRANTY OR REPRESENTATION AND DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR: (i) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE PAID SERVICES; AND (ii) WHETHER THE PAID SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. YOU ARE RESPONSIBLE FOR YOUR USE OF THE X SERVICE, INCLUDING THE PAID SERVICES, AND ANY CONTENT YOU PROVIDE.**

3. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE X ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PAID SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY POSTED THROUGH THE PAID SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE PAID SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. FOR THE AVOIDANCE OF DOUBT, THE DEFINITION OF PAID SERVICES IS LIMITED TO THE FEATURES OFFERED BY X AND DOES NOT INCLUDE ANY CONTENT YOU ACCESS AND/OR INTERACT WITH IN USING THOSE FEATURES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE X ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID X, IF ANY, IN THE PAST SIX MONTHS FOR THE PAID SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE X ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE "X ENTITIES" REFERS TO X, ITS PARENTS, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, AND LICENSORS.**

**APPLICABLE LAW IN YOUR JURISDICTION MAY NOT ALLOW FOR CERTAIN LIMITATIONS OF LIABILITY. TO THE EXTENT REQUIRED BY APPLICABLE LAW IN YOUR JURISDICTION, THE ABOVE DOES NOT LIMIT THE X ENTITIES' LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, GROSS NEGLIGENCE, AND/OR INTENTIONAL CONDUCT. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, THE X ENTITIES' MAXIMUM AGGREGATE LIABILITY FOR ANY NON-EXCLUDABLE WARRANTIES IS LIMITED TO ONE HUNDRED US DOLLARS (US\$100.00).**

4. **Notice Regarding Apple.** To the extent that you purchased the Paid Services or are using or accessing the Paid Services on an iOS device, you further acknowledge and agree to the terms of this Section. You acknowledge that the Terms are between you and us only, not with Apple, and Apple is not responsible for the Paid Services and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support service with respect to the Paid Services. In the event of any failure of the Paid Services to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the Paid Services to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Paid Services. Apple is not responsible for addressing any claims by you or any third-party relating to the Paid Services or your possession and/or use of the Paid Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Paid Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Paid Services and/or your possession and use of the mobile application infringe that third-party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Paid Services. Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary of the Terms. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

5. **Conflict.** In the event of a conflict between the provisions of this X Purchaser Terms of Service and those of the X User Agreement, the provisions of this X Purchaser Terms of Service take precedence solely with respect to your use of a Paid Service.

#### 6. DISPUTE RESOLUTION AGREEMENT--BINDING ARBITRATION AND CLASS ACTION WAIVER

**THIS SECTION APPLIES TO YOU ONLY IF YOU LIVE IN THE UNITED STATES. PLEASE READ THIS SECTION CAREFULLY -- IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

a. **General.** The following provisions are important with respect to the agreement between you and X regarding X's features or products memorialized by these Terms. Subject to the provisions below, including exceptions set forth in this Section 6, you and X agree to arbitrate any disputes, claims, or controversies arising out of or relating to these Terms, the marketing of Paid Services, and/or your participation in the Paid Services (individually a "Dispute," or more than one, "Disputes").

b. **Initial Dispute Resolution.** Most disputes between you and us can be resolved informally. If you've already purchased a Paid Service, our support team is available via the support link available in the navigation menu of your X account under the payment or subscription settings to address any concerns you may have regarding the Paid Services. When you contact us, please provide a brief description of the nature and bases for your concerns, your contact information and the specific relief you seek. The parties shall use their best efforts through this support process to settle any Dispute. You and we agree that good faith participation in this informal process is required and must be completed as set forth above before either party can initiate arbitration regarding any Dispute.

c. **BINDING ARBITRATION.** If we cannot reach an agreed upon resolution with you regarding a Dispute within a period of thirty (30) days from the time informal dispute resolution commences under the Initial Dispute Resolution provision above, then either you or we may initiate binding arbitration, which will be the sole means to resolve any Dispute, subject to the terms set forth below and except for claims brought in small claims court or unless you opt out. Specifically, all Disputes shall be finally resolved exclusively through binding arbitration administered by the American Arbitration Association ("AAA") in San Francisco, CA, and through a single mutually agreed upon arbitrator, in accordance with the provisions of the AAA's Consumer Arbitration Rules, available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1.800.778.7879. **YOU AND X HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY OR JUDGE.**

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Dispute, including, but not limited to, any claim that all or any part of these X Purchaser

Terms of Service are void or voidable, or whether a Dispute is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity, provided that such relief (including injunctive relief) is limited to your individual circumstances. Notwithstanding the requirements of this arbitration provision, if the Dispute involves a claim for public injunctive relief, you may choose to sever that claim from the arbitration proceeding and bring it in any court of proper jurisdiction. The arbitrator's award shall be written and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

**YOU HAVE ONE YEAR TO BRING A CLAIM AGAINST X, UNLESS YOU OPT OUT.** You must bring any claim against X within one (1) year after the date on which the claim arose, unless applicable law provides that the normal statute of limitations for that claim may not be shortened by agreement. If you do not bring a claim within this period, you waive, to the fullest extent permitted by law, all rights you have to such claim and X will have no liability with respect to such claim.

**d. Filing Process and Costs.** To start an arbitration, you can get submission instructions at: <https://adr.org/Support>. X will pay your initial filing fee of \$200 and costs of the arbitration up to the extent required and as defined in the AAA Consumer Arbitration Rules, but in no greater amounts than those set forth in this provision. If, however, the arbitrator determines that claims were filed for the purposes of harassment or were patently frivolous, the arbitrator can reallocate the arbitrator's compensation and administrative fees, including the filing and hearing fees, as set forth in the AAA Consumer Arbitration Rules. The arbitration rules also permit you to recover attorneys' fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

**e. Location.** Arbitration will take place on a documents-only basis or you can choose to conduct the proceedings by telephone, video, or in-person. For in-person arbitration, the proceedings will be in the city or county where you reside or, if you do not reside in the United States, in the State of California, County of San Francisco.

**f. Class Action Waiver.** YOU AND WE FURTHER AGREE THAT ANY CLAIMS MAY ONLY BE BROUGHT IN OUR INDIVIDUAL CAPACITIES AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. Unless you and we both agree in writing, the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of representative or class proceeding.

**g. Severability.** If it is determined that any part of this Dispute Resolution Agreement cannot be enforced as to a particular claim for relief or remedy (such as injunctive relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in a court of proper jurisdiction and any other claims must be arbitrated.

**h. Exception - Litigation of Small Claims Court Claims.** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

**i. 30-Day Right to Opt Out.** If you wish to opt out and not be bound by these arbitration provisions set forth above, you can send written notice of your decision to opt out to the following address:

X Corp.  
Attn: Legal Department - Arbitration Opt Out  
1355 Market Street, Suite 900  
San Francisco, CA 94103

If you've already purchased a Paid Service, you may also submit your opt out notice via the support link available in the navigation menu of your X account under the payment or subscription settings.

Your written notification must include your name, X account handle, the email address or phone number associated with your account handle, and a clear statement that you do not wish to resolve Disputes with X.

The notice must be sent within 30 days of your first payment for a Paid Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those provisions. Your decision to opt out of this arbitration provision will have no adverse effect on your relationship with X or the delivery of features or services to you by X. If you opt out of those provisions, X also will not be bound by them.

**j. Changes to this Section.** We will provide 60-days' notice of any material change to this Dispute Resolution Agreement. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.

**k. Choice of Law.** THESE TERMS MEMORIALIZE A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT AND INTERPRETING CASE LAW GOVERN THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS, WITHOUT REGARD TO STATE LAW. To the extent state substantive law applies to any Dispute, the law of the State of California shall apply, without regard to conflict of law provisions.

**l. Survival.** This Dispute Resolution Agreement survives the end of the relationship between you and X, including cancellation of or unsubscribing from any services or communications provided by X.

#### **7. Governing Law.**

a. If you live in the United States, these Terms will be governed by the laws of the State of California and any Dispute that arises between you and X will be subject to Section 6 above (Dispute Resolution Agreement -- Binding Arbitration and Class Action Waiver).

b. If you live in an EU Member State, an EFTA State, or the UK, the mandatory laws of your country of residence will apply and legal proceedings may be brought in relevant courts according to and under your country of residence's laws.

c. If you live outside of the United States, an EU Member State, an EFTA State, or the UK, these Terms will be governed by the laws of the State of California.

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#### **X Premium Terms and Conditions**

*By participating in the recurring subscription service from X ("X Premium"), you agree that your participation will be governed by and subject to the Terms, including the following X Premium Terms and Conditions:*

**1. X Premium Description.** X Premium is a recurring subscription service from X that provides access to certain features, benefits, and/or services, as described [here](#). Your subscription to X Premium will automatically renew until cancelled in accordance with the Terms, including these X Premium Terms and Conditions.

a. **Tiers of X Premium.** X Premium subscribers can choose from multiple tiers. Each tier comes with access to different features, and is offered at different prices. Both annual and monthly pricing is available for each tier. Some features may require an account to be verified and have a checkmark displayed publicly on the account's profile. Specific information about the tiers can be found in our [Help Center](#).

#### **2. Sign-up & Managing Your Account, Payment Process & Pricing, Auto-Renewal.**

a. **Sign Up.** You must be logged into your X account in order to sign up for X Premium. When you sign up



for X Premium you may sign up and pay via: (i) Apple in-app purchase (if you sign up using an iOS-based device), (ii) Google's in-app purchase (if you sign up using an Android-based device), or (iii) using Stripe, X's third party payment partner (if you sign up using a web browser at [www.x.com](http://www.x.com)).

b. **Managing Your Account.** The method you use to sign up and pay for your X Premium subscription determines how you must manage your account. If you signed up and paid for X Premium using Apple's in-app purchasing, you can manage your subscription using the Apple App Store. If you signed up and paid for X Premium using Google's in-app purchasing, you can manage your subscription using the Google Play Store. If you signed up and paid for X Premium using Stripe, X's payment processor, you can manage your subscription on Stripe, which can be accessed via the X website within your X Premium settings once you have logged into [www.x.com](http://www.x.com). For more information about managing your X Premium account and your subscription to X Premium, you can check out the [About X Premium](#) and [X Premium help](#) pages, and our Help Center regarding [support for Paid Services](#).

c. **Payment Process & Pricing.** The price of an X Premium subscription is set by X. If you purchase an X Premium subscription, you do so by paying a subscription fee in advance on a recurring basis. When you subscribe to X Premium you expressly agree that you are authorizing recurring payments, and that payments will be made by the payment method you have selected until the applicable X Premium subscription is canceled by you or by X. Your payment information will be automatically processed at the start of each subscription period. Mobile renewal processing dates may vary by up to 3 days. If your payment information is declined, you must provide new payment information for your X Premium subscription or your subscription will be canceled. If you provide new payment information and your payment account is successfully charged, your new X Premium subscription period will be based on the original renewal date and not the date the successful charge took place. There are no refunds or credits for any partial subscription periods, including in a situation where certain features, benefits and/or services are modified or discontinued. SUBSCRIPTION PLANS ARE PREPAID, NON-REFUNDABLE (UNLESS REQUIRED BY LAW), AND AUTOMATICALLY RENEW AT THE END OF EACH SUBSCRIPTION PERIOD UNLESS THE SUBSCRIPTION IS CANCELLED FOLLOWING THE CANCELLATION PROCEDURES BELOW.

d. **Upgrading or Downgrading.** Upgrading and downgrading is currently only supported on iOS and web.

On iOS, if you upgrade to a higher priced tier, you will receive a partial, prorated refund for the remainder of your previous subscription if you switch tiers from the platform where you were previously subscribed, i.e., iOS. If you downgrade to another tier, your subscription and the associated features will remain through the end of the current billing cycle, and then switched to the new subscription tier. When downgrading, you will not receive a refund for any portion of your previous subscription, unless required by law. When downgrading, you will be charged for the price of the new tier starting at the end of your current billing cycle.

On web, if you upgrade to a higher priced tier, credit for the remainder of your previous subscription will go towards your account and automatically be applied to future payments if you switch tiers from the platform where you were previously subscribed, i.e., web. Your new subscription will start immediately. If you downgrade to another tier, your current subscription and the associated features will switch to the new subscription tier immediately. You will not receive a refund for any portion of your previous subscription, unless required by law. You will also be charged for the price of the new tier immediately.

3. **Cancelling Your Subscription.** You can cancel your X Premium subscription at any time. If you purchased your X Premium subscription using Apple's in-app purchasing, you may only cancel your subscription via the Apple App Store, which can be accessed within your X Premium settings once you have logged into the X iOS App. If you purchased your X Premium subscription using Google's in-app purchasing, you may only cancel your subscription via the Google Play Store, which can be accessed within your X Premium settings once you have logged into the X for Android App. If you purchased your X Premium subscription using Stripe, X's payment processor, you may only cancel your subscription via Stripe, which can be accessed via the X website within your X Premium settings once you have logged into [www.x.com](http://www.x.com). Regardless of how your subscription was purchased, your subscription automatically renews unless you cancel at least 24 hours before your subscription period ends. If you cancel your subscription, your subscription will remain active from the time you cancel until the end of your current subscription period. You will not receive a refund or credit for any remaining days in your current subscription period, unless required by law. Additionally, Section 4 below is applicable to users living in a EU Member State or the UK. For more information about cancelling your X Premium account and your subscription to X Premium, you can check out the [About X Premium](#) and [X Premium help](#) pages, and our Help Center regarding [support for Paid Services](#).

4. **Withdrawal Right & Refunds for Users Living in EU or UK.** When you purchase an X Premium subscription, you expressly agree that the subscription will commence immediately on your date of purchase. If you are a consumer in a EU Member State or the UK, you agree you have fourteen (14) days after your purchase to withdraw from your contract for purchase for any reason. If you purchased your X Premium subscription using Apple or Google's in-app purchasing, you must directly tell Apple or Google, as applicable. If you want to exercise your right of withdrawal in accordance with Apple's or Google's refund policies. Any and all such refunds are handled by Apple or Google, respectively, not X, and are subject to Apple's or Google's refund policies. You can check out instructions for cancelling your contract and requesting a refund directly from Apple or Google, respectively, on the [X Premium help page](#). If you purchased your X Premium subscription using Stripe, X's payment processor, you can exercise your right of withdrawal by following the instructions for cancelling your contract and requesting a refund as described on the [X Premium help page](#).

5. **No Withdrawal Right for Users Living in Taiwan.** When you purchase an X Premium subscription, you expressly agree that the X Premium subscription will commence immediately on your date of purchase and that the online services are fully performed once begun. If you are a consumer in Taiwan, you agree that you can cancel your X Premium subscription in accordance with Section 3 above, but that there is otherwise no right to rescind your X Premium subscription and no refund will be issued.

6. **Consumer Complaints for Users Living in Indonesia.** Complaints may be submitted by consumers in Indonesia to the Ministry of Trade at <https://www.lapor.go.id/instansi/kementerian-perdagangan>.

Directorate General of Consumer Protection and Trade Compliance (Direktorat Jenderal Perlindungan Konsumen dan Tertib Niaga)  
Ministry of Trade of the Republic of Indonesia (Kementerian Perdagangan Republik Indonesia) Whatsapp:  
0853 1111 1010

#### 7. Top Articles.

a. **Top Articles.** X Premium may include a "Top Articles" feature, which provides you with an article list and URLs (with associated posts) of articles recently shared the most times by people you follow on X, or the articles recently shared the most times by people you follow and people they follow. The articles are selected based on the X accounts that you have chosen to follow and/or the accounts they follow. Top Articles lists may not include articles from all publishers. For additional information about this feature, how accounts and articles are selected for inclusion in determining Top Articles lists, and how articles and posts are ordered, please visit the [Top Articles Help Center](#).

b. **DISCLAIMER.** You understand that X does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any content or communications posted via the Top Articles feature, or endorse any opinions expressed therein. X is not responsible for any content contained in or accessed on an article. Such content is the sole responsibility of the publisher. We do not monitor or control the content posted on third party sites and we cannot take responsibility for such content shown to you through the Top Articles feature.

8. **X Premium Labs.** X Premium may include an "X Premium Labs" feature. X Premium Labs provides X Premium subscribers with early access to features ("X Premium Labs Features") that X is still in the process of developing and testing for potential addition to the X Service or one of the Paid Services. X makes no representations or warranties that the X Premium Labs Features will function as intended or as described and X will have no liability for any harm or damage arising out of or in connection with an X Premium Labs Feature. X makes no representations as to the number or type of X Premium Labs Features that will be available to X

Premium subscribers at any given time and reserves the right to, in its sole discretion and without notice, add or remove X Premium Labs Features at any time. X reserves the right to revoke or otherwise limit your access to an X Premium Labs Feature (without any liability) at any time where X believes, in its sole discretion, that you have abused the feature or otherwise used the feature in an unacceptable or unintended manner. In connection with the X Premium Labs program, you may provide X with comments concerning your evaluation and use of an X Premium Labs Feature ("Feedback"). You agree that X and its designees will be free to copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense, incorporate, and otherwise use the Feedback, including derivative works thereto, for any and all commercial and non-commercial purposes with no expectation of payment, or attribution, of any kind by or to you.

**9. Promotions.** On occasion, X may offer special promotions or free trial periods (a "Promotion") for X Premium. Unless specifically noted, these Terms will apply to such Promotions. Any additional terms to these Terms will be disclosed at sign-up or in other communications made available to you prior to sign-up. Restrictions may apply to the availability of Promotions. Certain features and benefits of the full X Premium subscription may not be available or may be limited during the Promotion period. You are solely responsible for reviewing any additional terms governing your use of a Promotion. At the end of the Promotion period, your X Premium subscription will automatically renew and you will be charged the subscription fee (as indicated at sign-up) on a recurring basis. TO AVOID ANY CHARGES AFTER A PROMOTION, YOU MUST CANCEL BEFORE THE END OF THE PROMOTION PERIOD, BY FOLLOWING THE CANCELLATION PROCEDURES IN PARAGRAPH 3 ABOVE ("CANCELLING YOUR SUBSCRIPTION").

**10. Operating System and Geographic Limitations.** X Premium, and its associated features and benefits, may only be supported on certain operating systems and in certain geographic locations (as X releases from time to time), meaning that if you subscribe to X Premium you may not have access to the features or benefits of X Premium while accessing your X account via a system that is not currently supported by X or in a geographic location where X Premium is not offered. Additionally, the features and benefits of X Premium may vary by operating system and/or country.

**11. DISCLAIMER. YOU UNDERSTAND AND AGREE THAT THE X PREMIUM SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. FOR EXAMPLE PURPOSES ONLY, THE UNDO POST FEATURE IS NOT GUARANTEED TO WORK AS INTENDED AND SHOULD NOT BE RELIED UPON AS A MECHANISM TO PREVENT SENDING A POST.**

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#### **Creator Subscriptions Terms and Conditions**

*You agree that your purchase of a Creator Subscription will be governed by and subject to the Terms, including the following Creator Subscriptions Terms and Conditions:*

**1. Creator Subscriptions Description.** Creator Subscriptions is a monthly subscription from X that provides you with access to features and benefits (such as content, community, access and recognition) made available by a creator ("Creator") through the Creator's X account, as further described on our [About Creator Subscriptions](#) page. The subscription with X to access a Creator's Subscriptions account will automatically renew each month until cancelled in accordance with the Terms, including these Creator Subscriptions Terms and Conditions.

#### **2. Sign-up & Managing Your Account, Payment Process & Pricing, Auto-Renewal.**

**a. Sign Up.** You must be logged into your X account in order to sign up and pay for a subscription to a Creator Subscriptions account. To the extent available (as X may release various purchase methods from time to time), you may choose to sign up and purchase a Creator Subscription via Apple in-app purchase (if you sign up using an iOS-based device) or Google's in-app purchase (if you sign up using an Android-based device), or using Stripe, X's third party payment partner (if you sign up using a web browser at [www.x.com](http://www.x.com)).

**b. Managing Your Account.** The method you use to sign up and purchase a Creator Subscription determines how you must manage the Creator Subscription. If you purchased the Creator Subscription using Apple's in-app purchasing, you can manage that Subscription using the Apple App Store. If you purchased the Subscription using Google's in-app purchasing, you can manage that Creator Subscription using the Google Play Store. If you purchased the Creator Subscription using Stripe, X's payment processor, you can manage that Subscription on Stripe, which can be accessed via the X website within your Creator Subscriptions settings once you have logged into [www.x.com](http://www.x.com). For more information about managing your Creator Subscription, you can check out the [Creator Subscriptions help page](#) or our Help Center for [support for Paid Services](#).

**c. Payment Process & Pricing.** The price of a Creator Subscription is set by the Creator (based on the pricing options from X built into the feature, which allow the Creator to choose the price at which X will sell the monthly Creator Subscription to that Creator Subscription account). Notwithstanding the foregoing, X may, in our discretion, place restrictions or limitations on who may purchase a Creator Subscription (for example, a minimum age requirement to purchase a Creator Subscription) and the number of Creator Subscriptions that may be purchased by you to access a specific Creator Subscription account. If you purchase a Creator Subscription, you do so by paying a Creator Subscription fee in advance on a monthly basis. When you subscribe to access a Subscription account, you expressly agree that you are authorizing recurring payments, and that payments will be made by the payment method you have selected until the applicable Creator Subscription is canceled by you or by X. Your payment information will be automatically processed at the start of each Creator Subscription period. Mobile renewal processing dates may vary by up to 3 days. If your payment information is declined, you must provide new payment information for your Creator Subscription or the Creator Subscription will be canceled. If you provide new payment information and your payment account is successfully charged, your new Subscription period will be based on the original renewal date and not the date the successful charge took place. There are no refunds or credits for any partial Creator Subscription periods, including in a situation where certain features, benefits and/or services are modified or discontinued. CREATOR SUBSCRIPTION PLANS ARE PREPAID, NON-REFUNDABLE (UNLESS REQUIRED BY LAW), AND AUTOMATICALLY RENEW AT THE END OF EACH SUBSCRIPTION PERIOD UNLESS THE SUBSCRIPTION IS CANCELLED FOLLOWING THE CANCELLATION PROCEDURES BELOW.

**3. Cancelling Your Creator Subscription.** You can cancel your Creator Subscription at any time. If you purchased your Creator Subscription using Apple's in-app purchasing, you may only cancel your Creator Subscription via the Apple App Store. If you purchased your Creator Subscription using Google's in-app purchasing, you may only cancel your Creator Subscription via the Google Play Store. If you purchased a Creator Subscription using Stripe, X's payment processor, you may only cancel your Creator Subscription via Stripe, which can be accessed via the X website within your Creator Subscription settings once you have logged into [www.x.com](http://www.x.com). Regardless of how your Subscription was purchased, your Creator Subscription automatically renews unless you cancel at least 24 hours before your Creator Subscription period ends. If you cancel your Creator Subscription, your Creator Subscription will remain active from the time you cancel until the end of your current Creator Subscription period. You will not receive a refund or credit for any remaining days in your current Creator Subscription period, unless required by law. Additionally, Section 5 below is applicable to users living in an EU Member State or the UK. For more information about cancelling your Creator Subscription, you can check out the [Creator Subscriptions help page](#) or our Help Center for [support for Paid Services](#).

#### **4. Restrictions on Purchasing and Using Creator Subscriptions.**

**a.** A Creator may choose, in the Creator's discretion, to block people who have purchased Creator Subscriptions from accessing the Creator's Subscriptions account for any reason. If you are blocked, you will not be able to access any features and benefits of the Creator's Subscriptions account. In this case, you must cancel the Creator Subscription in accordance with these Terms or the Creator Subscription will continue to automatically renew each month until cancelled, even if you will not be able to access any features and benefits of such Creator's Subscriptions account.

**h.** A Creator may choose to offer incentives to people to subscribe to access the Creator's Subscriptions



not release any access to the features or benefits of access to access the Creator's Subscriptions account and/or rewards to subscribers of the Creator's Subscriptions account. Such incentives or rewards are offered solely by the Creator, not X. X does not control whether or not the Creator actually will deliver the incentive or reward to you, and X is not responsible/liable for any incentives or rewards the Creator may offer.

**5. Withdrawal Right & Refunds for Users Living in EU or UK.** When you purchase a Creator Subscription, you expressly agree that the Creator Subscription will commence immediately on your date of purchase. If you are a consumer in an EU Member State or the UK, you agree you have fourteen (14) days after your purchase to withdraw from your contract for purchase for any reason. If you purchased a Subscription using Apple or Google's in-app purchasing, you must directly tell Apple or Google, as applicable, if you want to exercise your right of withdrawal in accordance with Apple's or Google's refund policies. Any and all refunds are handled by Apple or Google, respectively, not X, and are subject to Apple's or Google's refund policies. You can check out instructions for cancelling your contract and requesting a refund directly from Apple or Google, respectively, on the Creator Subscriptions help page. If you purchased a Creator Subscription using Stripe, X's payment processor, you can exercise your right of withdrawal by following the instructions for cancelling your contract and requesting a refund as described on the Creator Subscriptions help page. Where you make a purchase of digital content, you agree that the content will be available to you immediately, and you acknowledge that as a result you waive your automatic statutory right of withdrawal.

**6. No Withdrawal Right for Users Living in Taiwan.** When you purchase a Creator Subscription, you expressly agree that the Creator Subscription will commence immediately on your date of purchase and that the online services are fully performed once begun. If you are a consumer in Taiwan, you agree that you can cancel your Creator Subscription in accordance with Section 3 above, but that there is otherwise no right to rescind your Subscription and no refund will be issued.

**7. Consumer Complaints for Users Living in Indonesia.** Complaints may be submitted by consumers in Indonesia to the Ministry of Trade at:

Directorate General of Consumer Protection and Trade Compliance (Direktorat Jenderal Perlindungan Konsumen dan Tertib Niaga)  
Ministry of Trade of the Republic of Indonesia (Kementerian Perdagangan Republik Indonesia) Whatsapp: 0853 1111 1010

**8. Operating System and Geographic Limitations.** Subscriptions accounts, and associated features and benefits, may only be supported on certain operating systems and in certain geographic locations (as X releases from time to time), meaning that if you subscribe to access a Subscriptions account, you may not have access to the features or benefits of that Creator Subscriptions account while accessing your X account via a system that is not currently supported by X or in a geographic location where Creator Subscriptions is not offered. Additionally, the features and benefits of Creator Subscriptions accounts may vary by country.

**9. No Endorsement of Content.**

a. You agree that each Creator is solely liable for the Content that is shared by the Creator through the X Services, including through a Creator Subscriptions account. The Creator, and not X, is responsible for producing and providing the Content. Furthermore, the Creator, and not X, is responsible for the frequency and/or quantity of the Content.

b. **To the fullest extent permitted under applicable law, you voluntarily assume all risks incidental to purchasing a Subscription.** As stated in the Content on the Services section of the [X Terms of Service](#), X does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the X Services, including the content, features or benefits of a Creator Subscriptions account, or endorse any opinions expressed via a Subscriptions account.

**Verified Organizations Terms and Conditions**

*By participating in the Verified Organizations service, you agree that your participation will be governed by and subject to the [Terms](#), including the following Verified Organizations Terms and Conditions, which may be revised from time to time:*

**1. Verified Organizations Description.** Verified Organizations is a recurring subscription service from X that provides access to certain features, benefits, and/or services, as described [here](#). Verified Organizations is made up of two tiers, Full Access and Basic. Your subscription to Verified Organizations will automatically renew until canceled in accordance with the Terms, including these Verified Organizations Terms and Conditions. Features, benefits, and/or services will be determined by X in its sole discretion, and X may modify, pause, or discontinue them at any time.

**2. Sign-up & Managing Your Account, Payment Process & Pricing, Auto-Renewal, Affiliating Accounts.**

a. **Restrictions on Using Verified Organizations.** The main organizational account of Verified Organizations is intended for organizations only and not individuals. X reserves the right to immediately cancel a subscription to Verified Organizations if an individual's account is the main account. You will not receive a refund or credit for any remaining days in your current subscription period, unless required by law. Additionally, Section 4 below is applicable to users living in a EU Member State or the UK.

b. **Sign Up.** You will be sent a link to access your Verified Organizations web app using a web browser at [www.x.com](http://www.x.com). You must be logged into your X account in order to sign up for Verified Organizations. When you sign up for Verified Organizations you may sign up and pay using Stripe, X's third party payment partner. Please refer to our full [Purchaser Terms](#) for how we may use any information you provide.

c. **Affiliating Accounts.** When you subscribe to the Verified Organizations Full Access tier you will be able to designate accounts within your organization as affiliates of your organizational account. Please note that Affiliating Accounts is not a feature of the Basic tier. An affiliated account will receive a checkmark and an affiliate badge that is derived from the profile picture of your organizational account. You agree that an affiliated account is related to your organization and you are solely responsible for any account affiliation and association and X bears no responsibility, including, for example, in connection with incorrect or erroneous affiliations, or for any action or behavior of the affiliated accounts. For the avoidance of doubt, you understand and agree that you will not sell, exchange, share, or otherwise transfer an affiliate account. You must accurately label an affiliate as an organization or an individual. If an affiliation is incorrectly labeled as an organization or individual, X may immediately remove the affiliation though you will still be charged until the end of your billing period. Please see our [Help Pages](#) for more information.

d. **Affiliated Accounts.** As an affiliated account, you agree to be connected to the organization that has invited you. You have the opportunity to reject an organization's invitation of affiliation. By accepting an affiliation invitation you agree to be bound by any obligations of your organization, including, for example, their name and marketing materials connecting your accounts. To remove an affiliation yourself, you must contact your organizational account. Your organizational account can remove affiliation at any time. X bears no responsibility, including, for example, in connection with incorrect or erroneous affiliations, or for any action or behavior of any affiliated accounts. Please see our [Help Pages](#) for more information.

When an account affiliation is removed, we will immediately remove the checkmark and affiliate badge for that account though you will still be charged until the end of your billing period. Please see our [Help Pages](#) for more information.

**Please note that Affiliating Accounts is not a feature of the Basic tier.**

e. **Managing Your Account.** By signing up and paying for Verified Organizations Full Access or Basic tiers using Stripe, X's payment processor, you can manage your Verified Organizations subscription on Stripe,

which can be accessed through the Verified Organizations website using a web browser once you have logged into [www.x.com](https://www.x.com). For more information about managing your Verified Organizations account and your subscription to Verified Organizations, you can check out the full [Purchaser Terms](#), [About Verified Organizations](#) and [Verified Organizations help](#) pages, and our Help Center regarding [support for Paid Services](#).

f. **Payment Process & Pricing.** The price of a Verified Organizations subscription, whether for the Full Access or for the Basic tier, is set by X. If you purchase a Verified Organizations subscription, you do so by paying a subscription fee in advance on a recurring basis. When you subscribe to Verified Organizations you expressly agree that you are authorizing recurring payments, and that payments will be made by the payment method you have selected until the applicable Verified Organizations subscription is canceled by you or by X. Your payment information will be automatically processed at the start of each subscription period. Prices may change from time to time. There are no refunds or credits for any partial subscription periods, including in a situation where certain features, benefits and/or services are modified or discontinued. VERIFIED ORGANIZATIONS SUBSCRIPTION PLANS ARE PREPAID, NON-REFUNDABLE (UNLESS REQUIRED BY LAW), AND AUTOMATICALLY RENEW AT THE END OF EACH SUBSCRIPTION PERIOD UNLESS THE SUBSCRIPTION IS CANCELLED FOLLOWING THE CANCELLATION PROCEDURES BELOW. X MAY IMMEDIATELY CANCEL ANY ACCOUNT OR AFFILIATE DEEMED TO VIOLATE X'S TERMS AND POLICIES WITHOUT REFUND, TO THE EXTENT PERMITTED BY LAW.

3. **Cancelling Your Subscription.** You can cancel your Verified Organizations subscription, whether for the Full Access or for the Basic tier, at any time. You may only cancel your Verified Organizations subscription via Stripe, which can be accessed via the Verified Organizations website using a web browser at [www.x.com](https://www.x.com). Your subscription automatically renews unless you cancel at least 24 hours before your subscription period ends. If you cancel your subscription, your subscription will remain active from the time you cancel until the end of your current subscription period. You will not receive a refund or credit for any remaining days in your current subscription period, unless required by law. Additionally, Section 4 below is applicable to users living in a EU Member State or the UK. For more information about cancelling your Verified Organizations account and your subscription to Verified Organizations, you can check out the [About Verified Organizations](#) and [Verified Organizations help](#) pages, and our Help Center regarding [support for Paid Services](#).

3.a **Switching Tiers.** We do not support switching subscriptions between the Full Access and Basic Tiers. If you would like to move between one tier and another, you must cancel your existing subscription to your current tier and resubscribe to the tier you wish to use instead.

4. **Withdrawal Right & Refunds for Users Living in EU or UK.** When you purchase a Verified Organizations subscription, whether the Full Access or the Basic tier, you expressly agree that the subscription will commence immediately on your date of purchase. If you are a consumer in a EU Member State or the UK, you agree you have fourteen (14) days after your purchase to withdraw from your contract for purchase for any reason. If you purchased your Verified Organizations subscription using Stripe, X's payment processor, you can exercise your right of withdrawal by following the instructions for cancelling your contract and requesting a refund as described on the [Verified Organizations help page](#).

5. **No Withdrawal Right for Users Living in Taiwan.** When you purchase a Verified Organizations subscription, whether the Full Access or the Basic tier, you expressly agree that the Verified Organizations subscription will commence immediately on your date of purchase and that the online services are fully performed once begun. If you are a consumer in Taiwan, you agree that you can cancel your Verified Organizations subscription in accordance with Section 3 above, but that there is otherwise no right to rescind your Verified Organizations subscription and no refund will be issued.

6. **Consumer Complaints for Users Living in Indonesia.** Complaints may be submitted by consumers in Indonesia to the Ministry of Trade at <https://www.lapor.go.id/instansi/kementerian-perdagangan>.

Directorate General of Consumer Protection and Trade Compliance (Direktorat Jenderal Perlindungan Konsumen dan Tertib Niaga)  
Ministry of Trade of the Republic of Indonesia (Kementerian Perdagangan Republik Indonesia) Whatsapp: 0853 1111 1010

7. **Operating System and Geographic Limitations.** Verified Organizations, and its associated features and benefits, may only be supported on certain operating systems and in certain geographic locations (as X releases from time to time), meaning that if you subscribe to Verified Organizations you may not have access to the features or benefits of Verified Organizations while accessing your X account via a system that is not currently supported by X or in a geographic location where Verified Organizations is not offered. Additionally, the features and benefits of Verified Organizations may vary by operating system and/or country.

8. **DISCLAIMER. YOU UNDERSTAND AND AGREE THAT THE VERIFIED ORGANIZATIONS SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. FOR EXAMPLE PURPOSES ONLY, THE UNDO POST FEATURE IS NOT GUARANTEED TO WORK AS INTENDED AND SHOULD NOT BE RELIED UPON AS A MECHANISM TO PREVENT SENDING A POST.**

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# Exhibit C

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About this capture

# X Purchaser Terms of Service

Terms for Paid Services

X Premium Additional Terms

Subscription Additional Terms

Verified Organizations Additional Terms

## X Purchaser Terms of Service

Effective as of: May 13, 2024

X allows you to access certain features in exchange for payment of a one-time or recurring fee, as applicable to the relevant features (each a "Paid Service" and collectively the "Paid Services"). For example, X Premium (as defined below) and Subscriptions would each be considered a "Paid Service."

To the extent that you sign up for and/or use a Paid Service, your use of the Paid Services and any corresponding transactions are subject to: (i) the terms and conditions set forth herein, including the applicable terms and conditions for each Paid Service you purchase, each as listed below (collectively, the "X Purchaser Terms of Service") and (ii) the applicable X Terms of Service, X Privacy Policy, X Rules and Policies, and all policies incorporated therein (collectively, the "X User Agreement"). This X Purchaser Terms of Service and the aforementioned X User Agreement shall be collectively referred to in this document as the "Terms". "X" refers to the X entity that provides the Paid Services to you.

**Please read these X Purchaser Terms of Service carefully to make sure you understand the applicable terms, conditions and exceptions. IF YOU LIVE IN THE UNITED STATES, THESE TERMS CONTAIN IMPORTANT INFORMATION THAT APPLY TO YOU ABOUT RESOLUTION OF DISPUTES THROUGH BINDING ARBITRATION RATHER THAN IN COURT, INCLUDING A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS AND THE RIGHT TO OPT OUT, AND A LIMITATION ON YOUR RIGHT TO BRING CLAIMS AGAINST X MORE THAN 1 YEAR AFTER THE RELEVANT EVENTS OCCURRED, WHICH IMPACT YOUR RIGHTS AND OBLIGATIONS IF ANY DISPUTE WITH X ARISES. SEE SECTION 6 UNDER GENERAL TERMS FOR DETAILS ON THESE PROVISIONS.**

**Acceptance.** By using or accessing a Paid Service(s) from X, submitting payment thereunder and/or clicking on a button to make a one-time purchase or recurring subscription payments for the Paid Service provided by X, you agree to be bound by the Terms. If you do not understand the Terms, or do not accept any part of them, then you may not use or access any Paid Services. To purchase and use a Paid Service you must: (i) be at least 18 years old or the age of majority as determined by the laws of the jurisdiction in which you live or (ii) have the express consent of your parent or guardian to purchase and use that Paid Service. If you are a parent or legal guardian and you allow your child (or a child that you are a guardian of) to purchase or use a Paid Service, you agree that the Terms apply to you, that you will abide by the Terms, and that you are responsible for the child's activity on the Paid Services and for ensuring that the child also abides by the Terms. In any case, as stated in the Who May Use the Services section of the X Terms of Service, you must be at least 13 years old to use the X Service. If you are accepting these X Purchaser Terms of Service and using the Paid Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these X Purchaser Terms of Service, in which case the words "you" and "your" as used in these X Purchaser Terms of Service shall refer to such entity.

**X Contracting Entity.** You enter into this X Purchaser Terms of Service with the entity that corresponds to where you live, as listed below. This entity will provide the Paid Services to you.

Your Location	Contracting Entity
The continents of North America (including Hawaii) or South America	X Corp., with an office located at 1355 Market Street, Suite 900, San Francisco, CA, 94103, USA
Your Location	Contracting Entity
The European Union, EFTA States, or the United Kingdom	Twitter International Unlimited Company, with its registered office at One Cumberland Place, Fenian Street, Dublin 2, D02 AX07 Ireland
Your Location	Contracting Entity
Any country not covered by the above two locations, including the Asia-Pacific region, Middle East, Africa or Europe (excluding EU countries, EFTA States and the United Kingdom)	Twitter Global LLC, with its registered office at 1209 Orange St., Wilmington, DE 19801, USA

**Changes to Terms, Paid Services and Pricing**

1. **Changes to Terms.** X may revise these X Purchaser Terms of Service from time to time. The changes will not be retroactive, and the most current version of the X Purchaser Terms of Service, available at [legal.x.com/purchaser-terms](https://legal.x.com/purchaser-terms), will govern your use of Paid Services and any corresponding transactions. If we modify or revise these Terms after you have agreed to them (for example, if these terms are modified after you have purchased a subscription), we will notify you in advance of material revisions to these terms. Such notification may be provided electronically, including (and without limitation to) via a service notification or an email to the email address associated with your account. By continuing to access or use the Paid Services after those revisions become effective, you agree to be bound by the revised X Purchaser Terms of Service. If you do not agree to abide by these or any future X Purchaser Terms of Service, do not use or access (or continue to use or access) the Paid Services.

The X Purchaser Terms of Service are written in English but are made available in multiple languages through translations. X strives to make the translations as accurate as possible to the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the X Purchaser Terms of Service shall take precedence. You acknowledge that English shall be the language of reference for interpreting and construing the terms of the X Purchaser Terms of Service.

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<https://getfireshot.com>

CONSTRUCTING THE TERMS OF THE X PURCHASER TERMS OF SERVICE.

2. **Changes to Paid Services.** Our Paid Services evolve constantly. As such, the Paid Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Paid Services or any features within the Paid Services to you or to users generally with or without notice. X is not liable to you or to any third party for any modification, suspension or discontinuance of the Paid Services. The specific terms and conditions (included below) for the specific Paid Service specify how you can cancel a subscription or, when applicable, seek a refund.

3. **Changes to Pricing.** Prices for Paid Services, including recurring subscription fees, are subject to change from time to time. X will provide reasonable advance notice of any material change to the price of Paid Services. For subscription services, price changes will take effect at the start of the next subscription period following the date of the price change. If you do not agree with a price change, you have the right to reject the change by cancelling your subscription to the applicable Paid Service prior to the price change going into effect.

**Payment Terms.** X offers various payment options that may vary by Paid Service, your device and/or operating system, your geographic location, or other factors. To the extent available (as X may make various purchase methods available from time to time), these payment options may include the ability to use "In app payment" functionality offered by Google or Apple, or to make a web payment using X's third party payment processor, Stripe ([www.stripe.com](https://www.stripe.com) - hereafter "Stripe"). When you make a payment, you explicitly agree: (i) to pay the price listed for the Paid Service, along with any additional amounts relating to applicable taxes, credit card fees, bank fees, foreign transaction fees, foreign exchange fees, and currency fluctuations; and (ii) to abide by any relevant terms of service, privacy policies, or other legal agreements or restrictions (including additional age restrictions) imposed by Google, Apple, or Stripe (as X's third party payment processor) in connection with your use of a given payment method (for example only, if you choose to make your payment via Apple's in-app purchasing functionality, you agree to abide by any relevant terms, requirements, and/or restrictions imposed by Apple). Any private personal data that you provide in connection with your use of the Paid Services including, without limitation, any data provided in connection with payment, will be processed in accordance with the X Privacy Policy. X may share your payment information with payment services providers to process payments; prevent, detect, and investigate fraud or other prohibited activities; facilitate dispute resolution such as chargebacks or refunds; and for other purposes associated with the acceptance of credit cards, debit cards, or ACH. It is your responsibility to make sure your banking, credit card, debit card, and/or other payment information is up to date, complete and accurate at all times. If you make a payment for a Paid Service, we may receive information about your transaction such as when it was made, when a subscription is set to expire or auto-renew, what platform you made the purchase on, and other information. X will not be responsible or liable for any errors made or delays by a payment processor, Apple's App Store or the Google Play Store, your bank, your credit card company, and/or any payment network. Please refer to each specific Paid Service Terms and Conditions below for payment terms applicable to that specific Paid Service, including how subscription renewals are handled and other important terms.

**Application of X User Agreement, Termination, No Refunds, Multiple X Accounts, and Restrictions**

1. **The X User Agreement Applies to You.** YOU MUST ALWAYS FOLLOW AND COMPLY WITH THE X USER AGREEMENT. The X User Agreement always applies to your use of the X Service, including the Paid Services and features. Your failure to follow and comply with the X User Agreement, or X's belief that you have failed to follow and comply with the X User Agreement, may result in the cancellation of your Paid Services. Any such cancellation will be in addition to, and without limitation of, any enforcement action that X may take against you pursuant to the X User Agreement. In such instances you may lose the benefits of your Paid Services and you will not be eligible for a refund for any amounts you have paid (or pre-paid) for Paid Services.

2. **Why X Might Terminate Your Access to Paid Services.** X may suspend or terminate your access to Paid Service(s) or cease providing you with all or part of the Paid Services (without any liability) at any time for any or no reason, including, but not limited to any of the following reasons:

- a. X believes, in its sole discretion, that you have violated the Terms or your use of the Paid Service(s) would violate any applicable laws;
- b. X is requested or directed to do so by any competent court of law, regulatory authority, or law enforcement agency;
- c. X has unexpected technical or security issues;
- d. X believes you have violated the X User Agreement;
- e. You create risk or possible legal exposure for X;
- f. Your account should be removed due to unlawful conduct;
- g. Your account should be removed due to prolonged inactivity; or
- h. Our provision of the Paid Services (in whole or in part) to you is no longer commercially viable (in X's sole discretion).

3. **All Transactions Are Final.** All payments for Paid Services are final and not refundable or exchangeable, except as required by applicable law. We make no guarantee as to the nature, quality, or value of a Paid Service or the availability or supply thereof. Refunds or credits are not provided for any unused or partially used Paid Service (for example, a partially used subscription period).

4. **Paid Services Are Non-Transferable between X Accounts.** Each purchase of a Paid Service applies to a single X account, meaning that your purchase will apply solely to the account you were using when you purchased the Paid Service and will not apply to other accounts that you may have access to, or control over. If you have or control multiple accounts and you want access to Paid Services on each account, you must purchase the Paid Service on each account individually.

**5. Restrictions and Obligations.**

- a. You may only purchase and use a Paid Service if you are legally allowed to use the Paid Service in your country and you live in a country supported by X for the applicable Paid Service. X may, in its discretion, restrict the ability to access or purchase a Paid Service in certain countries. X reserves the right to modify the list of supported countries from time to time.
- b. We reserve the right to refuse Paid Services transactions or to cancel or discontinue the sale or use of a Paid Service in our sole discretion.
- c. You may not allow others to use your X account to access any Paid Service that such person did not order.
- d. You may not purchase or use a Paid Service if you are a person with whom U.S. persons are not permitted to have dealings pursuant to economic sanctions, including, without limitation, sanctions administered by the United States Department of the Treasury's Office of Foreign Assets Control or any other applicable sanctions authority ("Prohibited Person"). This includes, without limitation, persons located in, or ordinarily resident in, the following countries and regions: Cuba, Iran, the Ukraine regions of Crimea, North Korea and Syria. You represent and warrant that you are not a Prohibited Person.
- e. YOU REPRESENT THAT YOU WILL USE THE PAID SERVICES ONLY FOR LAWFUL PURPOSES AND ONLY IN ACCORDANCE WITH THE TERMS.

**Taxes and fees.** You are responsible for and agree to pay any applicable taxes, duties, tariffs, and fees related to the purchase of Paid Services, including those required to be paid to either X or a third-party payment processor. These taxes may include, but are not limited to, VAT, GST, sales tax, withholding tax, and any other applicable taxes. Depending on your location, X may be responsible for collecting and reporting information related to transaction taxes arising from your purchase of Paid Services. You grant X permission to provide your account and personal information to relevant tax authorities to fulfill our tax collection and reporting obligations.



#### General Terms

1. **Contact Information.** If you have any questions about the Paid Services or these Terms, you can check out the [X Paid Services Help Center](#) for more details. If you've already purchased a Paid Service, you can also contact us via the support link available in the navigation menu of your X account under the payment or subscription settings. If you have additional questions, then you can contact us [here](#) by using the "Help with paid features" form.

2. **DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE PAID SERVICES IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE PAID SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. X DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. X MAKES NO WARRANTY OR REPRESENTATION AND DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR: (i) THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE PAID SERVICES; AND (ii) WHETHER THE PAID SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. YOU ARE RESPONSIBLE FOR YOUR USE OF THE X SERVICE, INCLUDING THE PAID SERVICES, AND ANY CONTENT YOU PROVIDE.**

3. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE X ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PAID SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY POSTED THROUGH THE PAID SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE PAID SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. FOR THE AVOIDANCE OF DOUBT, THE DEFINITION OF PAID SERVICES IS LIMITED TO THE FEATURES OFFERED BY X AND DOES NOT INCLUDE ANY CONTENT YOU ACCESS AND/OR INTERACT WITH IN USING THOSE FEATURES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE X ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID X, IF ANY, IN THE PAST SIX MONTHS FOR THE PAID SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE X ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE "X ENTITIES" REFERS TO X, ITS PARENTS, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, AND LICENSORS.**

**APPLICABLE LAW IN YOUR JURISDICTION MAY NOT ALLOW FOR CERTAIN LIMITATIONS OF LIABILITY. TO THE EXTENT REQUIRED BY APPLICABLE LAW IN YOUR JURISDICTION, THE ABOVE DOES NOT LIMIT THE X ENTITIES' LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, GROSS NEGLIGENCE, AND/OR INTENTIONAL CONDUCT. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, THE X ENTITIES' MAXIMUM AGGREGATE LIABILITY FOR ANY NON-EXCLUDABLE WARRANTIES IS LIMITED TO ONE HUNDRED US DOLLARS (US\$100.00).**

4. **Notice Regarding Apple.** To the extent that you purchased the Paid Services or are using or accessing the Paid Services on an iOS device, you further acknowledge and agree to the terms of this Section. You acknowledge that the Terms are between you and us only, not with Apple, and Apple is not responsible for the Paid Services and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support service with respect to the Paid Services. In the event of any failure of the Paid Services to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the Paid Services to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Paid Services. Apple is not responsible for addressing any claims by you or any third-party relating to the Paid Services or your possession and/or use of the Paid Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Paid Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Paid Services and/or your possession and use of the mobile application infringe that third-party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Paid Services. Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary of the Terms. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

5. **Conflict.** In the event of a conflict between the provisions of this X Purchaser Terms of Service and those of the X User Agreement, the provisions of this X Purchaser Terms of Service take precedence solely with respect to your use of a Paid Service.

#### 6. DISPUTE RESOLUTION AGREEMENT--BINDING ARBITRATION AND CLASS ACTION WAIVER

**THIS SECTION APPLIES TO YOU ONLY IF YOU LIVE IN THE UNITED STATES. PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

a. **General.** The following provisions are important with respect to the agreement between you and X regarding X's features or products memorialized by these Terms. Subject to the provisions below, including exceptions set forth in this Section 6, you and X agree to arbitrate any disputes, claims, or controversies arising out of or relating to these Terms, the marketing of Paid Services, and/or your participation in the Paid Services (individually a "Dispute," or more than one, "Disputes").

b. **Initial Dispute Resolution.** Most disputes between you and us can be resolved informally. If you've already purchased a Paid Service, our support team is available via the support link available in the navigation menu of your X account under the payment or subscription settings to address any concerns you may have regarding the Paid Services. When you contact us, please provide a brief description of the nature and bases for your concerns, your contact information and the specific relief you seek. The parties shall use their best efforts through this support process to settle any Dispute. You and we agree that good faith participation in this informal process is required and must be completed as set forth above before either party can initiate arbitration regarding any Dispute.

c. **BINDING ARBITRATION.** If we cannot reach an agreed upon resolution with you regarding a Dispute within a period of thirty (30) days from the time informal dispute resolution commences under the Initial Dispute Resolution provision above, then either you or we may initiate binding arbitration, which will be the sole means to resolve any Dispute, subject to the terms set forth below and except for claims brought in small claims court or unless you opt out. Specifically, all Disputes shall be finally resolved exclusively through binding arbitration administered by the American Arbitration Association ("AAA") in San Francisco, CA, and through a single mutually agreed upon arbitrator, in accordance with the provisions of the AAA's Consumer Arbitration Rules, available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1.800.778.7879. **YOU AND X HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY OR JUDGE.**

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Dispute, including, but not limited to, any claim that all or any part of these X Purchaser Terms of Service are void or voidable, or whether a Dispute is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity, provided that such relief (including injunctive relief) is limited to your individual circumstances. Notwithstanding the requirements of this arbitration provision, if the Dispute involves a claim for public injunctive relief, you may choose to sever that claim from the arbitration proceeding and bring it in any court of proper jurisdiction. The arbitrator's award shall be written and binding on the parties and may be entered as a

judgment in any court of competent jurisdiction.

YOU HAVE ONE YEAR TO BRING A CLAIM AGAINST X, UNLESS YOU OPT OUT. You must bring any claim against X within one (1) year after the date on which the claim arose, unless applicable law provides that the normal statute of limitations for that claim may not be shortened by agreement. If you do not bring a claim within this period, you waive, to the fullest extent permitted by law, all rights you have to such claim and X will have no liability with respect to such claim.

d. **Filing Process and Costs.** To start an arbitration, you can get submission instructions at: <https://adr.org/Support>. X will pay your initial filing fee of \$200 and costs of the arbitration up to the extent required and as defined in the AAA Consumer Arbitration Rules, but in no greater amounts than those set forth in this provision. If, however, the arbitrator determines that claims were filed for the purposes of harassment or were patently frivolous, the arbitrator can reallocate the arbitrator's compensation and administrative fees, including the filing and hearing fees, as set forth in the AAA Consumer Arbitration Rules. The arbitration rules also permit you to recover attorneys' fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

e. **Location.** Arbitration will take place on a documents-only basis or you can choose to conduct the proceedings by telephone, video, or in-person. For in-person arbitration, the proceedings will be in the city or county where you reside or, if you do not reside in the United States, in the State of California, County of San Francisco.

f. **Class Action Waiver.** YOU AND WE FURTHER AGREE THAT ANY CLAIMS MAY ONLY BE BROUGHT IN OUR INDIVIDUAL CAPACITIES AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. Unless you and we both agree in writing, the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of representative or class proceeding.

g. **Severability.** If it is determined that any part of this Dispute Resolution Agreement cannot be enforced as to a particular claim for relief or remedy (such as injunctive relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in a court of proper jurisdiction and any other claims must be arbitrated.

h. **Exception - Litigation of Small Claims Court Claims.** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

i. **30-Day Right to Opt Out.** If you wish to opt out and not be bound by these arbitration provisions set forth above, you can send written notice of your decision to opt out to the following address:

X Corp.  
Attn: Legal Department - Arbitration Opt Out  
1355 Market Street, Suite 900  
San Francisco, CA 94103

If you've already purchased a Paid Service, you may also submit your opt out notice via the support link available in the navigation menu of your X account under the payment or subscription settings.

Your written notification must include your name, X account handle, the email address or phone number associated with your account handle, and a clear statement that you do not wish to resolve Disputes with X.

The notice must be sent within 30 days of your first payment for a Paid Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those provisions. Your decision to opt out of this arbitration provision will have no adverse effect on your relationship with X or the delivery of features or services to you by X. If you opt out of those provisions, X also will not be bound by them.

j. **Changes to this Section.** We will provide 60-days' notice of any material change to this Dispute Resolution Agreement. Changes will become effective on the 60th day, and will apply prospectively only to any claims arising after the 60th day.

k. **Choice of Law.** THESE TERMS MEMORIALIZE A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT AND INTERPRETING CASE LAW GOVERN THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS, WITHOUT REGARD TO STATE LAW. To the extent state substantive law applies to any Dispute, the law of the State of California shall apply, without regard to conflict of law provisions.

l. **Survival.** This Dispute Resolution Agreement survives the end of the relationship between you and X, including cancellation of or unsubscribing from any services or communications provided by X.

#### 7. Governing Law.

- a. If you live in the United States, these Terms will be governed by the laws of the State of California and any Dispute that arises between you and X will be subject to Section 6 above (Dispute Resolution Agreement -- Binding Arbitration and Class Action Waiver).
- b. If you live in an EU Member State, an EFTA State, or the UK, the mandatory laws of your country of residence will apply and legal proceedings may be brought in relevant courts according to and under your country of residence's laws.
- c. If you live outside of the United States, an EU Member State, an EFTA State, or the UK, these Terms will be governed by the laws of the State of California.

#### X Premium Terms and Conditions

By participating in the recurring subscription service from X ("X Premium"), you agree that your participation will be governed by and subject to the Terms, including the following X Premium Terms and Conditions:

1. **X Premium Description.** X Premium is a recurring subscription service from X that provides access to certain features, benefits, and/or services, as described [here](#). Your subscription to X Premium will automatically renew until cancelled in accordance with the Terms, including these X Premium Terms and Conditions.

a. **Tiers of X Premium.** X Premium subscribers can choose from multiple tiers. Each tier comes with access to different features, and is offered at different prices. Both annual and monthly pricing is available for each tier. Some features may require an account to be verified and have a checkmark displayed publicly on the account's profile. Specific information about the tiers can be found in our [Help Center](#).

#### 2. Sign-up & Managing Your Account, Payment Process & Pricing, Auto-Renewal.

a. **Sign Up.** You must be logged into your X account in order to sign up for X Premium. When you sign up for X Premium you may sign up and pay via: (i) Apple in-app purchase (if you sign up using an iOS-based device), (ii) Google's in-app purchase (if you sign up using an Android-based device), or (iii) using Stripe, X's third party payment partner (if you sign up using a web browser at [www.x.com](https://www.x.com)).

b. **Managing Your Account.** The method you use to sign up and pay for your X Premium subscription determines how you must manage your account. If you signed up and paid for X Premium using Apple's in-app purchasing, you can manage your subscription using the Apple App Store. If you signed up and paid for X Premium using Google's in-app purchasing, you can manage your subscription using the



Google Play Store. If you signed up and paid for X Premium using Stripe, X's payment processor, you can manage your subscription on Stripe, which can be accessed via the X website within your X Premium settings once you have logged into [www.x.com](http://www.x.com). For more information about managing your X Premium account and your subscription to X Premium, you can check out the [About X Premium](#) and [X Premium help](#) pages, and our Help Center regarding [support for Paid Services](#).

c. **Payment Process & Pricing.** The price of an X Premium subscription is set by X. If you purchase an X Premium subscription, you do so by paying a subscription fee in advance on a recurring basis. When you subscribe to X Premium you expressly agree that you are authorizing recurring payments, and that payments will be made by the payment method you have selected until the applicable X Premium subscription is canceled by you or by X. Your payment information will be automatically processed at the start of each subscription period. Mobile renewal processing dates may vary by up to 3 days. If your payment information is declined, you must provide new payment information for your X Premium subscription or your subscription will be canceled. If you provide new payment information and your payment account is successfully charged, your new X Premium subscription period will be based on the original renewal date and not the date the successful charge took place. There are no refunds or credits for any partial subscription periods, including in a situation where certain features, benefits and/or services are modified or discontinued. SUBSCRIPTION PLANS ARE PREPAID, NON-REFUNDABLE (UNLESS REQUIRED BY LAW), AND AUTOMATICALLY RENEW AT THE END OF EACH SUBSCRIPTION PERIOD UNLESS THE SUBSCRIPTION IS CANCELLED FOLLOWING THE CANCELLATION PROCEDURES BELOW.

d. **Upgrading or Downgrading.** Upgrading and downgrading is currently only supported on iOS, Android, and web.

On iOS, if you upgrade to a higher priced tier, you will receive a partial, prorated refund for the remainder of your previous subscription if you switch tiers from the platform where you were previously subscribed, i.e., iOS. If you downgrade to another tier, your subscription and the associated features will remain through the end of the current billing cycle, and then switched to the new subscription tier. When downgrading, you will not receive a refund for any portion of your previous subscription, unless required by law. When downgrading, you will be charged for the price of the new tier starting at the end of your current billing cycle.

On web, if you upgrade to a higher priced tier, credit for the remainder of your previous subscription will go towards your account and automatically be applied to future payments if you switch tiers from the platform where you were previously subscribed, i.e., web. Your new subscription will start immediately. If you downgrade to another tier, your current subscription and the associated features will switch to the new subscription tier immediately. You will not receive a refund for any portion of your previous subscription, unless required by law. You will also be charged for the price of the new tier immediately.

On Android in the Google Play Store, if you upgrade to a higher priced tier from the platform where you were previously subscribed (i.e., Android was that platform), once you pay the new price, the subscription starts with the new product instantly. Remaining time will be prorated and credited to you. If you downgrade to another tier, your subscription starts with the new product instantly, and the next billing date will be delayed according to the value remaining on the previous tier, giving you a credit for the value you would have had under the more expensive plan.

3. **Cancelling Your Subscription.** You can cancel your X Premium subscription at any time. If you purchased your X Premium subscription using Apple's in-app purchasing, you may only cancel your subscription via the Apple App Store, which can be accessed within your X Premium settings once you have logged into the X iOS App. If you purchased your X Premium subscription using Google's in-app purchasing, you may only cancel your subscription via the Google Play Store, which can be accessed within your X Premium settings once you have logged into the X for Android App. If you purchased your X Premium subscription using Stripe, X's payment processor, you may only cancel your subscription via Stripe, which can be accessed via the X website within your X Premium settings once you have logged into [www.x.com](http://www.x.com). Regardless of how your subscription was purchased, your subscription automatically renews unless you cancel at least 24 hours before your subscription period ends. If you cancel your subscription, your subscription will remain active from the time you cancel until the end of your current subscription period. You will not receive a refund or credit for any remaining days in your current subscription period, unless required by law. Additionally, Section 4 below is applicable to users living in a EU Member State or the UK. For more information about cancelling your X Premium account and your subscription to X Premium, you can check out the [About X Premium](#) and [X Premium help](#) pages, and our Help Center regarding [support for Paid Services](#).

4. **Withdrawal Right & Refunds for Users Living in EU or UK.** When you purchase an X Premium subscription, you expressly agree that the subscription will commence immediately on your date of purchase. If you are a consumer in a EU Member State or the UK, you agree you have fourteen (14) days after your purchase to withdraw from your contract for purchase for any reason. If you purchased your X Premium subscription using Apple or Google's in-app purchasing, you must directly tell Apple or Google, as applicable, if you want to exercise your right of withdrawal in accordance with Apple's or Google's refund policies. Any and all such refunds are handled by Apple or Google, respectively, not X, and are subject to Apple's or Google's refund policies. You can check out instructions for cancelling your contract and requesting a refund directly from Apple or Google, respectively, on the [X Premium help page](#). If you purchased your X Premium subscription using Stripe, X's payment processor, you can exercise your right of withdrawal by following the instructions for cancelling your contract and requesting a refund as described on the [X Premium help page](#).

5. **No Withdrawal Right for Users Living in Taiwan.** When you purchase an X Premium subscription, you expressly agree that the X Premium subscription will commence immediately on your date of purchase and that the online services are fully performed once begun. If you are a consumer in Taiwan, you agree that you can cancel your X Premium subscription in accordance with Section 3 above, but that there is otherwise no right to rescind your X Premium subscription and no refund will be issued.

6. **Consumer Complaints for Users Living in Indonesia.** Complaints may be submitted by consumers in Indonesia to the Ministry of Trade at <https://www.lapor.go.id/instansi/kementerian-perdagangan>.

Directorate General of Consumer Protection and Trade Compliance (Direktorat Jenderal Perlindungan Konsumen dan Tertib Niaga)  
Ministry of Trade of the Republic of Indonesia (Kementerian Perdagangan Republik Indonesia) Whatsapp:  
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#### 7. Top Articles.

a. **Top Articles.** X Premium may include a "Top Articles" feature, which provides you with an article list and URLs (with associated posts) of articles recently shared the most times by people you follow on X, or the articles recently shared the most times by people you follow and people they follow. The articles are selected based on the X accounts that you have chosen to follow and/or the accounts they follow. Top Articles lists may not include articles from all publishers. For additional information about this feature, how accounts and articles are selected for inclusion in determining Top Articles lists, and how articles and posts are ordered, please visit the [Top Articles Help Center](#).

b. **DISCLAIMER.** You understand that X does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any content or communications posted via the Top Articles feature, or endorse any opinions expressed therein. X is not responsible for any content contained in or accessed on an article. Such content is the sole responsibility of the publisher. We do not monitor or control the content posted on third party sites and we cannot take responsibility for such content shown to you through the Top Articles feature.

8. **X Premium Labs.** X Premium may include an "X Premium Labs" feature. X Premium Labs provides X Premium subscribers with early access to features ("X Premium Labs Features") that X is still in the process of developing and testing for potential addition to the X Service or one of the Paid Services. X makes no representations or warranties that the X Premium Labs Features will function as intended or as described and X will have no liability for any harm or damage arising out of or in connection with an X Premium Labs Feature. X makes no representations as to the number or type of X Premium Labs Features that will be available to X Premium subscribers at any given time and reserves the right to, in its sole discretion and without notice, add or remove

X Premium Labs Features at any time. X reserves the right to revoke or otherwise limit your access to an X Premium Labs Feature (without any liability) at any time where X believes, in its sole discretion, that you have abused the feature or otherwise used the feature in an unacceptable or unintended manner. In connection with the X Premium Labs program, you may provide X with comments concerning your evaluation and use of an X Premium Labs Feature ("Feedback"). You agree that X and its designees will be free to copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense, incorporate, and otherwise use the Feedback, including derivative works thereto, for any and all commercial and non-commercial purposes with no expectation of payment, or attribution, of any kind by or to you.

**9. Promotions.** On occasion, X may offer special promotions or free trial periods (a "Promotion") for X Premium. Unless specifically noted, these Terms will apply to such Promotions. Any additional terms to these Terms will be disclosed at sign-up or in other communications made available to you prior to sign-up. Restrictions may apply to the availability of Promotions. Certain features and benefits of the full X Premium subscription may not be available or may be limited during the Promotion period. You are solely responsible for reviewing any additional terms governing your use of a Promotion. At the end of the Promotion period, your X Premium subscription will automatically renew and you will be charged the subscription fee (as indicated at sign-up) on a recurring basis. TO AVOID ANY CHARGES AFTER A PROMOTION, YOU MUST CANCEL BEFORE THE END OF THE PROMOTION PERIOD, BY FOLLOWING THE CANCELLATION PROCEDURES IN PARAGRAPH 3 ABOVE ("CANCELLING YOUR SUBSCRIPTION").

**10. Operating System and Geographic Limitations.** X Premium, and its associated features and benefits, may only be supported on certain operating systems and in certain geographic locations (as X releases from time to time), meaning that if you subscribe to X Premium you may not have access to the features or benefits of X Premium while accessing your X account via a system that is not currently supported by X or in a geographic location where X Premium is not offered. Additionally, the features and benefits of X Premium may vary by operating system and/or country.

**11. DISCLAIMER. YOU UNDERSTAND AND AGREE THAT THE X PREMIUM SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. FOR EXAMPLE PURPOSES ONLY, THE UNDO POST FEATURE IS NOT GUARANTEED TO WORK AS INTENDED AND SHOULD NOT BE RELIED UPON AS A MECHANISM TO PREVENT SENDING A POST.**

#### Creator Subscriptions Terms and Conditions

*You agree that your purchase of a Creator Subscription will be governed by and subject to the Terms, including the following Creator Subscriptions Terms and Conditions:*

**1. Creator Subscriptions Description.** Creator Subscriptions is a monthly subscription from X that provides you with access to features and benefits (such as content, community, access and recognition) made available by a creator ("**Creator**") through the Creator's X account, as further described on our [About Creator Subscriptions](#) page. The subscription with X to access a Creator's Subscriptions account will automatically renew each month until cancelled in accordance with the Terms, including these Creator Subscriptions Terms and Conditions.

#### **2. Sign-up & Managing Your Account, Payment Process & Pricing, Auto-Renewal.**

a. **Sign Up.** You must be logged into your X account in order to sign up and pay for a subscription to a Creator Subscriptions account. To the extent available (as X may release various purchase methods from time to time), you may choose to sign up and purchase a Creator Subscription via Apple in-app purchase (if you sign up using an iOS-based device) or Google's in-app purchase (if you sign up using an Android-based device), or using Stripe, X's third party payment partner (if you sign up using a web browser at [www.x.com](http://www.x.com)).

b. **Managing Your Account.** The method you use to sign up and purchase a Creator Subscription determines how you must manage the Creator Subscription. If you purchased the Creator Subscription using Apple's in-app purchasing, you can manage that Subscription using the Apple App Store. If you purchased the Subscription using Google's in-app purchasing, you can manage that Creator Subscription using the Google Play Store. If you purchased the Creator Subscription using Stripe, X's payment processor, you can manage that Subscription on Stripe, which can be accessed via the X website within your Creator Subscriptions settings once you have logged into [www.x.com](http://www.x.com). For more information about managing your Creator Subscription, you can check out the [Creator Subscriptions help page](#) or our Help Center for [support for Paid Services](#).

c. **Payment Process & Pricing.** The price of a Creator Subscription is set by the Creator (based on the pricing options from X built into the feature, which allow the Creator to choose the price at which X will sell the monthly Creator Subscription to that Creator Subscription account). Notwithstanding the foregoing, X may, in our discretion, place restrictions or limitations on who may purchase a Creator Subscription (for example, a minimum age requirement to purchase a Creator Subscription) and the number of Creator Subscriptions that may be purchased by you to access a specific Creator Subscription account. If you purchase a Creator Subscription, you do so by paying a Creator Subscription fee in advance on a monthly basis. When you subscribe to access a Subscription account, you expressly agree that you are authorizing recurring payments, and that payments will be made by the payment method you have selected until the applicable Creator Subscription is canceled by you or by X. Your payment information will be automatically processed at the start of each Creator Subscription period. Mobile renewal processing dates may vary by up to 3 days. If your payment information is declined, you must provide new payment information for your Creator Subscription or the Creator Subscription will be canceled. If you provide new payment information and your payment account is successfully charged, your new Subscription period will be based on the original renewal date and not the date the successful charge took place. There are no refunds or credits for any partial Creator Subscription periods, including in a situation where certain features, benefits and/or services are modified or discontinued. CREATOR SUBSCRIPTION PLANS ARE PREPAID, NON-REFUNDABLE (UNLESS REQUIRED BY LAW), AND AUTOMATICALLY RENEW AT THE END OF EACH SUBSCRIPTION PERIOD UNLESS THE SUBSCRIPTION IS CANCELLED FOLLOWING THE CANCELLATION PROCEDURES BELOW.

**3. Cancelling Your Creator Subscription.** You can cancel your Creator Subscription at any time. If you purchased your Creator Subscription using Apple's in-app purchasing, you may only cancel your Creator Subscription via the Apple App Store. If you purchased your Creator Subscription using Google's in-app purchasing, you may only cancel your Creator Subscription via the Google Play Store. If you purchased a Creator Subscription using Stripe, X's payment processor, you may only cancel your Creator Subscription via Stripe, which can be accessed via the X website within your Creator Subscription settings once you have logged into [www.x.com](http://www.x.com). Regardless of how your Subscription was purchased, your Creator Subscription automatically renews unless you cancel at least 24 hours before your Creator Subscription period ends. If you cancel your Creator Subscription, your Creator Subscription will remain active from the time you cancel until the end of your current Creator Subscription period. You will not receive a refund or credit for any remaining days in your current Creator Subscription period, unless required by law. Additionally, Section 5 below is applicable to users living in an EU Member State or the UK. For more information about cancelling your Creator Subscription, you can check out the [Creator Subscriptions help page](#) or our Help Center for [support for Paid Services](#).

#### **4. Restrictions on Purchasing and Using Creator Subscriptions.**

a. A Creator may choose, in the Creator's discretion, to block people who have purchased Creator Subscriptions from accessing the Creator's Subscriptions account for any reason. If you are blocked, you will not be able to access any features and benefits of the Creator's Subscriptions account. In this case, you must cancel the Creator Subscription in accordance with these Terms or the Creator Subscription will continue to automatically renew each month until cancelled, even if you will not be able to access any features and benefits of such Creator's Subscriptions account.

b. A Creator may choose to offer incentives to people to subscribe to access the Creator's Subscriptions account and/or rewards to subscribers of the Creator's Subscriptions account. Such incentives or rewards are offered solely by the Creator, not X. X does not control whether or not the Creator actually will deliver the incentive or reward to you and X is not responsible for any incentives or rewards the Creator



may offer.

**5. Withdrawal Right & Refunds for Users Living in EU or UK.** When you purchase a Creator Subscription, you expressly agree that the Creator Subscription will commence immediately on your date of purchase. If you are a consumer in an EU Member State or the UK, you agree you have fourteen (14) days after your purchase to withdraw from your contract for purchase for any reason. If you purchased a Subscription using Apple or Google's in-app purchasing, you must directly tell Apple or Google, as applicable, if you want to exercise your right of withdrawal in accordance with Apple's or Google's refund policies. Any and all refunds are handled by Apple or Google, respectively, not X, and are subject to Apple's or Google's refund policies. You can check out instructions for cancelling your contract and requesting a refund directly from Apple or Google, respectively, on the Creator Subscriptions help page. If you purchased a Creator Subscription using Stripe, X's payment processor, you can exercise your right of withdrawal by following the instructions for cancelling your contract and requesting a refund as described on the Creator Subscriptions help page. Where you make a purchase of digital content, you agree that the content will be available to you immediately, and you acknowledge that as a result you waive your automatic statutory right of withdrawal.

**6. No Withdrawal Right for Users Living in Taiwan.** When you purchase a Creator Subscription, you expressly agree that the Creator Subscription will commence immediately on your date of purchase and that the online services are fully performed once begun. If you are a consumer in Taiwan, you agree that you can cancel your Creator Subscription in accordance with Section 3 above, but that there is otherwise no right to rescind your Subscription and no refund will be issued.

**7. Consumer Complaints for Users Living in Indonesia.** Complaints may be submitted by consumers in Indonesia to the Ministry of Trade at:

Directorate General of Consumer Protection and Trade Compliance (Direktorat Jenderal Perlindungan Konsumen dan Tertib Niaga)  
Ministry of Trade of the Republic of Indonesia (Kementerian Perdagangan Republik Indonesia) Whatsapp:  
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**8. Operating System and Geographic Limitations.** Subscriptions accounts, and associated features and benefits, may only be supported on certain operating systems and in certain geographic locations (as X releases from time to time), meaning that if you subscribe to access a Subscriptions account, you may not have access to the features or benefits of that Creator Subscriptions account while accessing your X account via a system that is not currently supported by X or in a geographic location where Creator Subscriptions is not offered. Additionally, the features and benefits of Creator Subscriptions accounts may vary by country.

**9. No Endorsement of Content.**

- a. You agree that each Creator is solely liable for the Content that is shared by the Creator through the X Services, including through a Creator Subscriptions account. The Creator, and not X, is responsible for producing and providing the Content. Furthermore, the Creator, and not X, is responsible for the frequency and/or quantity of the Content.
- b. **To the fullest extent permitted under applicable law, you voluntarily assume all risks incidental to purchasing a Subscription.** As stated in the Content on the Services section of the X [Terms of Service](#), X does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the X Services, including the content, features or benefits of a Creator Subscriptions account, or endorse any opinions expressed via a Subscriptions account.

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**Verified Organizations Terms and Conditions**

*By participating in the Verified Organizations service, you agree that your participation will be governed by and subject to the [Terms](#), including the following Verified Organizations Terms and Conditions, which may be revised from time to time:*

**1. Verified Organizations Description.** Verified Organizations is a recurring subscription service from X that provides access to certain features, benefits, and/or services, as described [here](#). Verified Organizations is made up of two tiers, Full Access and Basic. Your subscription to Verified Organizations will automatically renew until canceled in accordance with the Terms, including these Verified Organizations Terms and Conditions. Features, benefits, and/or services will be determined by X in its sole discretion, and X may modify, pause, or discontinue them at any time.

**2. Sign-up & Managing Your Account, Payment Process & Pricing, Auto-Renewal, Affiliating Accounts.**

a. **Restrictions on Using Verified Organizations.** The main organizational account of Verified Organizations is intended for organizations only and not individuals. X reserves the right to immediately cancel a subscription to Verified Organizations if an individual's account is the main account. You will not receive a refund or credit for any remaining days in your current subscription period, unless required by law. Additionally, Section 4 below is applicable to users living in a EU Member State or the UK.

b. **Sign Up.** You will be sent a link to access your Verified Organizations web app using a web browser at [www.x.com](http://www.x.com). You must be logged into your X account in order to sign up for Verified Organizations. When you sign up for Verified Organizations you may sign up and pay using Stripe, X's third party payment partner. Please refer to our full [Purchaser Terms](#) for how we may use any information you provide.

c. **Affiliating Accounts.** When you subscribe to the Verified Organizations Full Access tier you will be able to designate accounts within your organization as affiliates of your organizational account. Please note that Affiliating Accounts is not a feature of the Basic tier. An affiliated account will receive a checkmark and an affiliate badge that is derived from the profile picture of your organizational account. You agree that an affiliated account is related to your organization and you are solely responsible for any account affiliation and association and X bears no responsibility, including, for example, in connection with incorrect or erroneous affiliations, or for any action or behavior of the affiliated accounts. For the avoidance of doubt, you understand and agree that you will not sell, exchange, share, or otherwise transfer an affiliate account. You must accurately label an affiliate as an organization or an individual. If an affiliation is incorrectly labeled as an organization or individual, X may immediately remove the affiliation though you will still be charged until the end of your billing period. Please see our [Help Pages](#) for more information.

d. **Affiliated Accounts.** As an affiliated account, you agree to be connected to the organization that has invited you. You have the opportunity to reject an organization's invitation of affiliation. By accepting an affiliation invitation you agree to be bound by any obligations of your organization, including, for example, their name and marketing materials connecting your accounts. To remove an affiliation yourself, you must contact your organizational account. Your organizational account can remove affiliation at any time. X bears no responsibility, including, for example, in connection with incorrect or erroneous affiliations, or for any action or behavior of any affiliated accounts. Please see our [Help Pages](#) for more information.

When an account affiliation is removed, we will immediately remove the checkmark and affiliate badge for that account though you will still be charged until the end of your billing period. Please see our [Help Pages](#) for more information.

**Please note that Affiliating Accounts is not a feature of the Basic tier.**

e. **Managing Your Account.** By signing up and paying for Verified Organizations Full Access or Basic tiers using Stripe, X's payment processor, you can manage your Verified Organizations subscription on Stripe, which can be accessed through the Verified Organizations website using a web browser once you have logged into [www.x.com](http://www.x.com). For more information about managing your Verified Organizations account and your subscription to Verified Organizations, you can check out the full [Purchaser Terms](#), About Verified Organizations and [Verified Organizations help](#) pages, and our Help Center regarding [support for Paid](#)



#### Services.

f. **Payment Process & Pricing.** The price of a Verified Organizations subscription, whether for the Full Access or for the Basic tier, is set by X. If you purchase a Verified Organizations subscription, you do so by paying a subscription fee in advance on a recurring basis. When you subscribe to Verified Organizations you expressly agree that you are authorizing recurring payments, and that payments will be made by the payment method you have selected until the applicable Verified Organizations subscription is canceled by you or by X. Your payment information will be automatically processed at the start of each subscription period. Prices may change from time to time. There are no refunds or credits for any partial subscription periods, including in a situation where certain features, benefits and/or services are modified or discontinued. VERIFIED ORGANIZATIONS SUBSCRIPTION PLANS ARE PREPAID, NON-REFUNDABLE (UNLESS REQUIRED BY LAW), AND AUTOMATICALLY RENEW AT THE END OF EACH SUBSCRIPTION PERIOD UNLESS THE SUBSCRIPTION IS CANCELLED FOLLOWING THE CANCELLATION PROCEDURES BELOW. X MAY IMMEDIATELY CANCEL ANY ACCOUNT OR AFFILIATE DEEMED TO VIOLATE X'S TERMS AND POLICIES WITHOUT REFUND, TO THE EXTENT PERMITTED BY LAW.

3. **Cancelling Your Subscription.** You can cancel your Verified Organizations subscription, whether for the Full Access or for the Basic tier, at any time. You may only cancel your Verified Organizations subscription via Stripe, which can be accessed via the Verified Organizations website using a web browser at [www.x.com](http://www.x.com). Your subscription automatically renews unless you cancel at least 24 hours before your subscription period ends. If you cancel your subscription, your subscription will remain active from the time you cancel until the end of your current subscription period. You will not receive a refund or credit for any remaining days in your current subscription period, unless required by law. Additionally, Section 4 below is applicable to users living in a EU Member State or the UK. For more information about cancelling your Verified Organizations account and your subscription to Verified Organizations, you can check out the [About Verified Organizations](#) and [Verified Organizations help](#) pages, and our Help Center regarding [support for Paid Services](#).

3.a **Switching Tiers.** We do not support switching subscriptions between the Full Access and Basic Tiers. If you would like to move between one tier and another, you must cancel your existing subscription to your current tier and resubscribe to the tier you wish to use instead.

4. **Withdrawal Right & Refunds for Users Living in EU or UK.** When you purchase a Verified Organizations subscription, whether the Full Access or the Basic tier, you expressly agree that the subscription will commence immediately on your date of purchase. If you are a consumer in a EU Member State or the UK, you agree you have fourteen (14) days after your purchase to withdraw from your contract for purchase for any reason. If you purchased your Verified Organizations subscription using Stripe, X's payment processor, you can exercise your right of withdrawal by following the instructions for cancelling your contract and requesting a refund as described on the [Verified Organizations help page](#).

5. **No Withdrawal Right for Users Living in Taiwan.** When you purchase a Verified Organizations subscription, whether the Full Access or the Basic tier, you expressly agree that the Verified Organizations subscription will commence immediately on your date of purchase and that the online services are fully performed once begun. If you are a consumer in Taiwan, you agree that you can cancel your Verified Organizations subscription in accordance with Section 3 above, but that there is otherwise no right to rescind your Verified Organizations subscription and no refund will be issued.

6. **Consumer Complaints for Users Living in Indonesia.** Complaints may be submitted by consumers in Indonesia to the Ministry of Trade at <https://www.lapor.go.id/instansi/kementerian-perdagangan>.

Directorate General of Consumer Protection and Trade Compliance (Direktorat Jenderal Perlindungan Konsumen dan Tertib Niaga)  
Ministry of Trade of the Republic of Indonesia (Kementerian Perdagangan Republik Indonesia) Whatsapp:  
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7. **Operating System and Geographic Limitations.** Verified Organizations, and its associated features and benefits, may only be supported on certain operating systems and in certain geographic locations (as X releases from time to time), meaning that if you subscribe to Verified Organizations you may not have access to the features or benefits of Verified Organizations while accessing your X account via a system that is not currently supported by X or in a geographic location where Verified Organizations is not offered. Additionally, the features and benefits of Verified Organizations may vary by operating system and/or country.

8. **DISCLAIMER. YOU UNDERSTAND AND AGREE THAT THE VERIFIED ORGANIZATIONS SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. FOR EXAMPLE PURPOSES ONLY, THE UNDO POST FEATURE IS NOT GUARANTEED TO WORK AS INTENDED AND SHOULD NOT BE RELIED UPON AS A MECHANISM TO PREVENT SENDING A POST.**

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